SERIAL 06123 RFP   AGENDA MANAGEMENT SOFTWARE SYSTEM AND ASSOCIATED SERVICES

DATE OF LAST REVISION: June 26, 2014   CONTRACT END DATE: July 31, 2014

CONTRACT PERIOD THROUGH ~~JUNE 30~~ ~~AUGUST~~ ~~DECEMBER 31, 2013~~ ~~MARCH 31~~ ~~APRIL 30,~~ ~~MAY~~ ~~JUNE~~ **JULY 31, 2014**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **AGENDA MANAGEMENT SOFTWARE SYSTEM AND ASSOCIATED SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 20, 2007 (Eff. 07/01/07).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

BW/ub
Attach

Copy to: Office of Procurement Services
               Fran McCarrol, Clerk of the Board
               Rich Dymalski, OET

CONTRACT PURSUANT TO RFP

SERIAL 06123-RFP

This Contract is entered into this 20th day of JUNE, 2007 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and SIRE TECHNOLOGIES, INC., an UTAH corporation ("Contractor") for the purchase of AGENDA CENTRAL MANAGEMENT SOFTWARE AND RELATED IMPLEMENTATION AND SUPPORT AND MAINTENANCE SERVICES.

1.0   TERM

     ~~1.1~~   This Contract is for a term of SIX (6) years, beginning on the 1st day of JULY, 2007 and ending the ~~30th day of JUNE 31st day of AUGUST OCTOBER DECEMBER, 2013 MARCH MAY JUNE~~ **31st day of JULY, 2014**.

          The Six (6) Year term of contract is to allow for implementation and subsequent (5) Five Year Support and Maintenance of the procured solution.

2.0   PAYMENT

     2.1   As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A" – LIFE CYCLE COST. A detailed Payment Schedule is integrated into Exhibit A-1.

          2.1.1   SOFTWARE COSTS

          Total payment for Software shall be paid upon acceptance and based on the following payment schedule:

- **25% Software Costs as designated in Exhibit A – Upon Installation validated by mutually agreeable Acceptance plan to validate operation in County environment.**

- **25% Software Costs as designated in Exhibit A – Upon "Go Live" date as determined by mutually agreed upon Acceptance Plan as designated herein.**

- **50% Software Costs as designated in Exhibit A - After using the system in a production capacity for a continuous ninety (60) days period.**

          2.1.2   IMPLEMENTATION COSTS

          All Implementation costs applicable to the project shall be subject to retainage and Milestone/Deliverable schedule as designated in Exhibits A and Exhibit A-1.

- *System Implementation Costs will be paid as milestone payments less 20% retainage against mutually agreed upon Deliverable/Payment Schedule designated in Exhibit A-1.*

- *Applicable System Implementation Cost <u>Retainage</u> will be paid to Contractor upon Final Acceptance to include a (90) Day Acceptance Period.*

2.1.2.1 PAYMENT MILESTONES

Milestones are the accumulation of a series of Tasks/Deliverables included in the current project plan and Exhibit A-1. These Tasks/Deliverables must all be met for the completion of a Phase to be considered complete and payable. Acceptance of the Task/Deliverable by Maricopa County shall constitute meeting the deliverable. Such acceptance shall not be reasonably withheld.

Movement of a Task/Deliverable to an alternate Phase may only be done via mutually agreeable Change Order. Movement of a Task/Deliverable to another Phase may affect the amount payable of applicable phases affected.

2.1.3 HARDWARE COSTS

All Hardware delivered as part of this contract will be payable net 30 upon receipt of Hardware and applicable invoice.

2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.

2.3 INVOICES AND PAYMENTS:

2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

2.3.1.1	Company name, address and contact
2.3.1.2	County bill-to name and contact information
2.3.1.3	Contract Serial Number
2.3.1.4	County purchase order number
2.3.1.5	Invoice number and date
2.3.1.6	Payment terms
2.3.1.7	Date of service or delivery
2.3.1.8	Quantity (number of days or weeks)
2.3.1.9	Contract Item number(s)
2.3.1.10	Description of Purchase (product or services)
2.3.1.11	Pricing per unit of purchase
2.3.1.12	Freight (if applicable)
2.3.1.13	Extended price
2.3.1.14	Mileage w/rate (if applicable)
2.3.1.15	Arrival and completion time (if applicable)
2.3.1.16	Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.3.2   Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.3.3   EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0   DUTIES

3.1   The Contractor shall perform all duties stated in Exhibit "B."

3.2   The Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or as otherwise directed in writing.

3.3   During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0   TERMS & CONDITIONS

4.1   INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.2   INSURANCE REQUIREMENTS:

Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1   Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2   Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.2.3   Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.4   Certificates of Insurance.

4.2.4.1   Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.2.4.2   Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.2.4.3   Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.5   NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

SIRE Technologies, Inc.
3676 W. California Ave. Unit B100
Salt Lake City, UT. 84104

4.6   REQUIREMENTS CONTRACT:

    4.6.1   Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

    4.6.2   County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

    4.6.3   Contractor agrees to accept oral cancellation of purchase orders.

4.7   PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration or annual anniversary or bi-annual date etc. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.8   TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.9   TERMINATION FOR DEFAULT:

    4.9.1   In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

    4.9.2   Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

    4.9.3   The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

    4.9.4   The Contractor shall continue to perform, in accordance with the requirements of the

Contract, up to the date of termination, as directed in the termination notice.

4.10   STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.11   OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.12   ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.13   SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.14   AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.15   RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.16   AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.17   ALTERNATIVE DISPUTE RESOLUTION:

    4.17.1   After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

        4.17.1.1   Render a decision;

        4.17.1.2   Notify the parties that the exhibits are available for retrieval; and

        4.17.1.3   Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

    4.17.2   Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

    4.17.3   Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.18   SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.19   RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.20   INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied. The table below reflects all Exhibits applicable to this contract.

EXHIBIT A: PRICING – LIFE CYCLE COST MODEL

    EXHIBIT A-1:   PAYMENT SCHEDULE – DELIVERABLE/PHASE SUMMARY

    EXHIBIT A-2:   PROJECT PLAN

EXHIBIT B: SCOPE OF WORK

  EXHIBIT B-1: RESPONSE TO FUNCTIONAL REQUIREMENTS MATRIX

  EXHIBIT B-2: FUNCTIONAL REQUIREMENTS DOCUMENTATION

  EXHIBIT B-3: MAINTENANCE AGREEMENT

  EXHIBIT B-4: SIRE SOFTWARE LICENSE AGREEMENT

  ~~EXHIBIT B-5 GRANICUS LICENSE AGREEMENT~~

  EXHIBIT B-6: TRAVEL POLICY

4.21 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

4.22 TRAVEL

All travel costs are inclusive as part of the Firm Fixed Price of this contract.

Any and all travel required above and beyond the Firm Fixed price of contract must be addressed and formally approved by both parties via formal change order process. Any and all travel above and beyond the Firm Fixed price of this contract shall be in accordance with the Maricopa County Travel Policy attached herein as Exhibit B-6. Expedited travel at the behest of Maricopa County may be conditionally approved via the Change order process and may not be subject to Travel Policy.

4.23 NON-COMPETE CLAUSE:

To the extent permitted by Law, during the term of this Agreement and for a period of one (1) year after its termination, neither party will directly or indirectly (a) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services under this Agreement or (b) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services under this Agreement until one hundred eighty (180) days following the termination of the person's or entity's employment or engagement with the other party. For purposes herein, "Solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and posting of open positions on a party's internet site.

4.24 SOURCE CODE:

Within 90 Days of formal execution of contract, Sire Technologies, Inc. will deposit with a third party escrow agent, the current source code for the Software as specified herein. Sire Technologies, Inc. shall maintain for full term of the contract ((5) Five Years), Software to include subsequent enhancements once every six months for access by CLIENT in the event that Sire Technologies, Inc. declares bankruptcy, or ceases business operation. Contractor's responsibilities to update the source code escrow is subject to County's payment of annual maintenance fees. In the event, Contractor is merged with or acquired by another entity, the joint entity would assume all of Contractor's responsibilities under this Contract.

4.25 PERSONNEL – FIRST RIGHT OF REFUSAL

Any changes to the primary staff identified in the staffing model must be submitted in writing to the designated County Project Manager. County will reserve the right to interview and/or have final approval on any proposed changes to this staffing model. Such approval shall not be

unreasonable withheld.

SIRE Technologies Personnel Resources

Linda Lang – Lead Project Manager:
Ms. Lang will serve as the lead Project Manager for the County's project

Craig Petersen – Regional Manager
Mr. Petersen will be responsible for interfacing with County personnel and SIRE personnel to create a business solution to meet the requirements as discovered through RFP and site visits.

Kris Painter – Executive Management:
Mr. Painter is responsible for reviewing the proposed business solution for technical feasibility as it relates to networking and connectivity issues.

Mike Painter – Executive Management/ Project Manager:

Dustin Butler – Software Engineer:

Kyle Young – Engineer and Installation/Support Manager:

Mike Tams – Installation & Training

4.26   CHANGE ORDER PROCESS

Any revision to the specified Scope of Work, Task, or Deliverable must me documented via a Formal Change Order Process.

The Maricopa County Project Manager is ultimately responsible for the overall management of the project scope, and therefore responsible for the final approval of all change requests. The Sire Technologies, Inc. Project Manager will be responsible for sizing, pricing, and implementing approved Change Requests.

Prior to commencing work on this project, Contractor is required to submit an applicable Change Order Request Form for approval by the Maricopa County Project Manager. The resulting form will serve as the only recognized means to alter/change the applicable Scope of Work (as designated in this contract).

Both parties agree that change orders are not intended to increase the size or the duration of the license fee holdback or the service fee holdbacks. Both parties agree to negotiate all change orders in good faith subject to the above intention. Both parties agree that a change order to a development task involving infrastructure shared utilized by another task, may require change orders to the related tasks.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

James N Painter
AUTHORIZED SIGNATURE

James N Painter
PRINTED NAME AND TITLE

3676 California Ave Salt Lake UT 84104
ADDRESS

_6/25/07_
DATE

MARICOPA COUNTY

BY: _____   _____
DIRECTOR, MATERIALS MANAGEMENT   DATE

BY: _____   JUL 1 0 2007
CHAIRMAN, BOARD OF SUPERVISORS   DATE
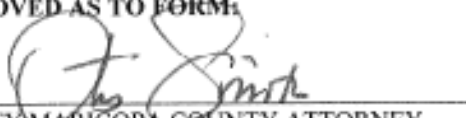
ATTESTED:

_____   JUL 1 0 2007
CLERK OF THE BOARD 062007   DATE

APPROVED AS TO FORM:

_____   7/10/7
DEPUTY MARICOPA COUNTY ATTORNEY   DATE

EXHIBIT A
PRICING

SERIAL 06123-RFP
PRICING SHEET: NIGP code 20820, 20960,

BIDDER NAME:	~~SIRE Technologies~~ **Hyland Software, Inc.**
VENDOR # :	
BIDDER ADDRESS:	~~3676 W. California Ave. Suite 100, Salt Lake City, UT, 84104~~ **28500 Clemens Rd, Westlake, OH 44145**
P.O. ADDRESS:	N/A
BIDDER PHONE #:	~~801.977.8608~~ **801-415-0608**
BIDDER FAX #:	~~801.977.8775~~
COMPANY WEB SITE:	www.siretechnologies.com
COMPANY CONTACT (REP):	~~Craig Peterson~~ **Kris Painter**
E-MAIL ADDRESS (REP):	~~cpetersen@siretechnologies.com~~ **kpainter@siretechnologies.com**

ACCEPT PROCUREMENT CARD: ___X__ YES _____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ___ YES __X__ NO ___ % REBATE

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X___YES _____ NO

PAYMENT TERMS:
NET 30   XX

1.0 PRICING:

1.1 APPLICATION SOFTWARE

Total Application Software Costs	**$208,530.00** ~~$219,535.00~~	Brought Forward from Total Cost Of Ownership Worksheet

1.3 HARDWARE

Total Hardware Costs	**$27,184.00** ~~$29,284.00~~	Brought Forward from Total Cost Of Ownership Worksheet

1.4 IMPLEMENTATION

Total Implementation Costs	**$312,480.00** ~~$319,835.00~~	Brought Forward from Total Cost Of Ownership Worksheet

1.5 SUPPORT AND MAINTENANCE

Total Support and Maint. Costs	**$389,780.00**	Brought Forward from Total Cost Of Ownership Worksheet

1.6 TOTAL SYSTEM COST

	$946,394.00 ~~$958,434.00~~

SOFTWARE COSTS			One-time Costs	Ongoing Costs Year 1	Ongoing Costs Year 2	Ongoing Costs Year 3	Ongoing Costs Year 4	Ongoing Costs Year 5	TOTAL COSTS
Application Software – License Fees			$140,995.00						*$140,995.00*
SIRE Server – Concurrent License (60)	**Optional**		$49,800.00						*$49,800.00*
Sire Client – Concurrent License (60)	**Optional**		$8,940.00						*$8,940.00*
Best and Final Discount on EDMS Server and Client Licenses	**Optional**		$(24,200.00)						*$(24,200.00)*
Current Customer Discount for Software			$(10,000.00)						*$(10,000.00)*
Current Customer Discount for Customization			$(21,000.00)						*$(21,000.00)*
Other application software costs (list individually by cost)									*$ -*
SIRE Minutes Plus ($2,500 per device) (Total of 5)			$ 12,500.00						*$ 12,500.00*
SIRE Minutes Plus Discount for 1 license			**$ (2,500.00)**						*$ (2,500.00)*
(2) SIRE Video Streaming (Per Encoder)			$ 6,000.00						*$ 6,000.00*
SIRE Meeting Management and Information Distribution (10 Seats) including voting			$ 40,000.00						*$ 40,000.00*
(1) SIRE Capture.net			$ 2,995.00						*$ 2,995.00*
(1) Auto-Indexing Server License			$ 5,000.00						*$ 5,000.00*
~~MediaManager Software Enterprise~~	2	-	~~$18,000.00~~	-	-	-	-	-	*~~$18,000.00~~*
~~MinutesMaker ($5,000 Per Meeting Body)~~	-	-	~~$10,000.00~~	-	-	-	-	-	*~~$10,000.00~~*
~~MediaVault Software~~	~~This is an optional component~~	-	~~$12,000.00~~	-	-	-	-	-	*~~$12,000.00~~*
~~StreamReplicator Software~~	~~This is an optional component~~	-	~~$5,000.00~~	-	-	-	-	-	*~~$5,000.00~~*
~~Granicus Voting System Software (10 seats)~~	-	-	~~$40,000.00~~	-	-	-	-	-	*~~$40,000.00~~*
~~Granicus Voting System Software – Discount for two voting systems~~	-	-	~~$(10,000.00)~~	-	-	-	-	-	*~~$(10,000.00)~~*
Total Softare Costs			**$219,535.00**						*$208,530.00* *~~$219,535.00~~*

HARDWARE*			One-time Costs	Ongoing Costs Year 1	Ongoing Costs Year 2	Ongoing Costs Year 3	Ongoing Costs Year 4	Ongoing Costs Year 5	TOTAL COSTS
*Optional – Maricopa County will reserve the right to procure all Hardware listed from alternate sources if deemed more economical.									
(10) – Elo Touchmonitor 15'' and (5) Form Factor CPUs			$20,000.00						$20,000.00
(2) SIRE Video Streaming Encodes									
(2) Granicus OutCast Encoder (Can be provided by Client)			$5,684.00						$5,684.00
(2) – Osprey 230 Encoder Card			$700.00						$700.00
Granicus MediaVault Option (Can be provided by Client)			$2,900.00						$2,900.00
Total Hardware Costs			$29,284.00						$29,284.00

IMPLEMENTATION COSTS		# Hours	One-time Costs	Ongoing Costs Year 1	Ongoing Costs Year 2	Ongoing Costs Year 3	Ongoing Costs Year 4	Ongoing Costs Year 5	TOTAL COSTS
Conversion Costs		80	$14,000.00						$14,000.00
Software customization		240	$42,000.00						$ 42,000.00
Interfaces		520	$91,000.00						$91,000.00
Training Costs		192	$33,600.00						$33,600.00
Project Management (per day)		120	$21,000.00						$21,000.00
Agenda Meeting Creation and Configuration		64	$11,200.00						$11,200.00
Installation, Implementation, & testing days (per day)		160	$28,000.00						$28,000.00
Forms Creation, Implementation and Testing (per day)		80	$14,000.00						$14,000.00
Workflow Definition and Configuration (per day)		120	$ 21,000.00						$21,000.00
Maricopa County Reports Creation (per day)		32	$5,600.00						$5,600.00
Acceptance Testing (per day)		40	$7,000.00						$7,000.00

		# Hours	One-time Costs						TOTAL
~~Granicus Software Installation and Configuration~~		-	~~$6,435.00~~	-	-	-	-	-	~~$6,435.00~~
~~Granicus Training Costs~~	-	40	~~$8,000.00~~	-	-	-	-	-	~~$8,000.00~~
~~Voting System Work Flow Analysis and Configuration~~	-	-	~~$8,000.00~~	-	-	-	-	-	~~$8,000.00~~
~~SIRE Integration, 1 Player & View Template and 2 Document Templates~~	-	-	~~$9,000.00~~	-	-	-	-	-	~~$9,000.00~~
Streaming Video Implementation, Configuration and Testing		60							$10,320.00
SIRE Meeting Management, Implementation, Configuration and Testing		80							$13,760.00
Total Implementation Costs		**1,788** ~~1,688~~	**$312,480.00** ~~$319,835.00~~						*$312,480.00* ~~$319,835.00~~

		# Hours	One-time Costs	Ongoing Costs Year 1	Ongoing Costs Year 2	Ongoing Costs Year 3	Ongoing Costs Year 4	Ongoing Costs Year 5	TOTAL COSTS
SUPPORT AND MAINTENANCE									
Support Costs – Proposed Application			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance Costs – Proposed Application			$ -	$41,440.00 ~~$29,800.00~~	$41,440.00 ~~$29,800.00~~	$41,440.00 ~~$29,800.00~~	$41,440.00 ~~$30,690.00~~	$41,440.00 ~~$30,690.00~~	$207,200.00 ~~$150,780.00~~
Statutory Changes Cost – Proposed Application (if not part of support or maintenance)									$ -
3rd Party Support Costs (list individually)			$ -	$ -	$ -	$ -	$ -	$ -	$ -
3rd Party Maintenance Costs (list individually)			$ -	$ -	$ -	$ -	$ -	$ -	$ -
SIRE Software Escrow				$3,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$ 11,000.00
Size Hosted Steaming Solution ~~Granicus Monthly Managed Services~~				**$36,000.00** ~~$48,000.00~~	**$36,000.00** ~~$48,000.00~~	**$36,000.00** ~~$48,000.00~~	**$36,000.00** ~~$48,000.00~~	**$36,000.00** ~~$48,000.00~~	**$180,000.00** ~~$240,000.00~~
~~Granicus Monthly Managed Services – Discount for Two Voting Systems~~	-	-	-	~~$(2,400.00)~~	~~$(2,400.00)~~	~~$(2,400.00)~~	~~$(2,400.00)~~	~~$(2,400.00)~~	~~$ (12,000.00)~~
									-
Total Support & Maintenance Costs			$ -	$80,440.00 ~~$78,400.00~~	$79,440.00 ~~$78,400.00~~	$79,440.00 ~~$78,400.00~~	$79,440.00 ~~$78,290.00~~	$79,440.00 ~~$78,290.00~~	*$398,200.00* ~~$389,780.00~~
Total All Hours		1,688							
Total of All Costs			$548,194.00 ~~$568,654.00~~	$80,400.00 ~~$78,400.00~~	$79,440.00 ~~$77,400.00~~	$79,440.00 ~~$77,400.00~~	$79,440.00 ~~$78,290.00~~	$79,440.00 ~~$78,290.00~~	*$946,394.00* ~~$958,434.00~~

EXHIBIT A-1

Task Description	Duration	Resources/Staff
Agenda Management Components	**Total: 150 days (d)**	
Contract Signing	1.d	CPM, SPM
Provide Hardware Specifications	1.d	CPM, CS, SPM, GPM
The County will order any hardware not already received	1.d	CPM, CS, SPM
Project Kickoff	1.d	CPM, CS, SPM, ~~GPM~~
Review Initial Project Plan	1.d	CPM, CS, SPM, ~~GPM~~
Conduct Project Kick-Off Meeting	1.d	CPM, CS, SPM, ~~GPM~~
Review project requirements & initial project plan w/ County	1.d	CPM, CS, SPM
*County approval of initial plan and schedule		CPM, SPM
Phase I	9.d	
Initial Business Analysis Interviews	1.d	CPM, CIT, CS, SPM, SIS
Agenda management and workflow needs definition	4.d	CAS, CWA, SPM or SIS
Current A/V and Network Structure Assessment	2.d	CIT, SIS, ~~GPM~~
FitGap analysis between existing system & SIRE.	2.d	CPM, CIT, SPM, SIS
Data conversion mapping from old system to SIRE	Priced at 80 hours	CIT, SIS
Agenda and Minutes Document Assessment	1.d	CWA, ~~GPM, GCA~~
Initial Web Publishing Assessment	1.d	CWS, ~~GCA, GWD~~
Data Conversion Sample Test	1.d	CIT, SIS
Create & Refine Requirement/Design Specification and Plan	6.d	CPM, SPM
*Deliver Require. Spec. Doc. (RSD) & Plan for County Review	1.d	CPM, SPM, ~~GPM, GCA, GWD~~
Phase II: Project Plan/Schedule Development	15.d	SPM
County reviews RSD and Plan	10.d	CPM, CS
Resolve questions/issues, refine plan	10.d	CPM, SPM, SS, ~~GPM~~
*Formal Approval of Specifications, Plan and Schedule	1.d	CPM, SPM, ~~GPM~~
Streaming Hardware Received by ~~Granicus~~, **SIRE**, ~~Outcast~~, **Media Server**, ~~MediaVault, Stream Replicator,~~ MeetingMember software installed	3.d	**SIS** ~~GPM~~
~~Granicus~~ **SIRE** Hardware Validated and Shipped	1.d	**SIS** ~~GPM~~
Hardware Received, Installed, and Tested	10.d	CPM, SIS, ~~GPM~~
~~Granicus~~ **SIRE Media** Hardware Arrives	2.d	CPM, **SIS** ~~GPM~~
SIRE installs Agenda Plus/SIRE on server	5.d	CIT, SIS

Task Description	Duration	Resources/Staff
SIRE installs SIRE Admin Console on Admin workstations	5.d	CIT, SIS
Meeting Creation & Configuration	Priced at 64 hours	SPM
Basic System Configuration & Testing	5.d	CIT, SIS
~~Granicus~~ **SIRE Technologies** Onsite Installation and Hardware / Software Validation Date	1.d	~~GPM~~ **SIS**, CPM,
~~Granicus~~ **SIRE Technologies** Follow Up Web Design Review	1.d	CWS, ~~GWD~~ **SIS**
~~Granicus~~ **SIRE Technologies** Online Training and Document / Workflow Review Session	1.d	CS, CAS, **SIS** ~~GCA~~
Forms Creation & Testing	Priced at 80 hours	
~~Granicus~~ **SIRE** Project Validation Date (Web, Streaming, Documents)	1.d	~~GPM, GCA, GWD,~~ **SIS,** CPM, SPM, CWS, CIA,CIT, CAS
Initial System Admin Training for Testing and Pilot	5.d	CIT, CIA, SIS
~~Granicus~~ **SIRE** ~~MediaManager~~ **Media Server** Onsite Training Date and Initial System Test	2.d	~~GCA,~~ **SIS,** CS, CAS, CPM, CIT, CIA, CWS
~~Granicus~~ **SIRE Technologies** Issue Gathering and Resolution Session	1.d	~~GCA,~~ GWD, ~~GPM,~~**SIS,** CIT, CAS, CS
Initial User Training: Search, Retrieval, Agenda Mgmt & Viewing for Testing and Pilot	5.d	CIA, CIT,
Phase III: Testing and Pilot	25.d	
Create Plan for periodic Quality Assurance	1.d	SPM
Install, Configure Parallel System Test	4.d	CIT, SIS
Configure and test initial workflows based on RSD	Priced at 120 hours	CIT, SIS
~~Granicus~~ **SIRE** System 2nd Test Remote Monitoring	1.d	~~GCA,~~ **SIS,** CAS
~~Granicus~~ **SIRE** Installation Validation – Media**Server**~~Manager~~, ~~Outcast Encoder, MediaVault,~~ Stream Replicator	1.d	~~GPM, GCA, CPM~~**SIS**
Workflow Admin training	2.d	CIT, CWA, SIS
Develop & install interfaces based on RSD	20.d	CIT, SIS, SD
Workflow Functional Test – Test System resolve issues	5.d	CIT, CWA, SIS
~~Granicus~~ **SIRE Streaming** Web Go-Live Date	1.d	~~GCA, GWD, CPM, GPM,~~ **SIS,** CAS, CS, CIT, CWS
Integration Functional Test – Resolve Issues	5.d	CIT, SIS
Conduct System Parallel (Pilot) test on Base SIRE System	5.d	CIT, CS, CAS, SIS
~~Granicus~~ **SIRE** Voting **and Information** System Hardware Dais Installation and Meeting**Member and Vote** Display Configuration and Validation	1.d	CIT, CIA, CPM, GPM
Conduct Mock Meeting for System Configuration Validation	1.d	~~GCA, GPM,~~ **SIS,** CAS, CS, CIT, CPM
~~Granicus~~ **SIRE Technologies** Onsite Voting **and information** System Training	1.d	~~GCA,~~ **SIS,** CS, CIT, CPM, CAS, County Board/commission Members
Reports Creation	Priced at 32 hours	SPM
*County Sign-off of successful Pilot test	2.d	CPM, SPM
Phase IV	16.d	

Task Description	Duration	Resources/Staff
Confirm, implement and test any needed changes	4.d	CIT, SIS
Create Implementation and Training Plan	3.d	SPM, SIS
Provide Implementation & Training Plan to County Project Team	1.d	SPM
*County Approval of Implem. & Training Plan	2.d	CPM, SPM
Execute Implementation Plan	8.d	
Implementation/Go-live Issue resolution	6.d	CIT, CIA, SIS, SPM, SD
Follow-up System Admin Training	2.d	CIT, CIA, SIS, ST
User Training	Priced at 24 hours	CIT, CIA, CAS, CS, ST
Base Agenda and Doc Mgmt System Go-live	3.d	CS, CPM, SPM, SIS
~~Granicus~~ Online SIRE Integration Training and Document Review	1.d	GCA, GPM, ~~CAS~~, **SIS,** CIT, CPM
Assess Integration & Workflow status for possible implementation	1.d	CIA, CPM, SIS, SD, SPM
*County Sign-off of successful Go-live	5.d	CPM, SPM, ~~GPM~~, **SIS,** GCA
Acceptance Testing	Priced at 40 hours	CPM, CAS,SPM
~~Granicus~~ **SIRE** Project Validation Meeting	1.d	~~GPM~~, **SIS,** GCA, GWD, CIT, CPM, CAS, CIA
County Sign-off of Acceptance	1.d	CPM, CAS,SPM, GCA

RESOURCES:

CPM = County Proj. Mgr
CIT = County IT Staff
CIA = County IT Admin
CS = Various County Staff
CAS = County Agenda Staff
CWA = County Workflow Admin
CWS = County Web Staff
~~**GPM = Granicus Project Manager**~~
~~**GCA = Granicus Customer Advocate**~~
~~**GWD = Granicus Web Designer**~~

SPM = SIRE Proj. Mgr.
SIS = SIRE Implementation Specialist
SS = Various SIRE Staff
SD = SIRE Developers
ST = SIRE Trainer

1.0 PAYMENT SCHEDULE

1.1 IMPLEMENTATION COSTS $312,480.00 319,835.00

Implementation Phases	Percentage of Total Implementation Costs	Total
PHASE 1	25%	**$78,120.00** 79,958.75
PHASE 2	25%	**$78,120.00** 79,958.75
PHASE 3	25%	**$78,120.00** 79,958.75
PHASE 4	25%	**$78,120.00** 79,958375
	TOTAL	**$312,480.00** 319,835.00

(Per Sec. 2.1.2 of Base Contract)
All Implementation costs applicable to the project shall be subject to retainage and Milestone/Deliverable schedule as designated in Exhibits A and Exhibit A-1.

- *System Implementation Costs will be paid as milestone payments less 20% retainage against mutually agreed upon Deliverable/Payment Schedule designated in Exhibit A-1.*

- *Applicable System Implementation Cost Retainage will be paid to Contractor upon Final Acceptance to include a (90) Day Acceptance Period.*

1.1.1 PAYMENT MILESTONES

Milestones are the accumulation of a series of Tasks/Deliverables included in the current project plan and Exhibit A-1. These Tasks/Deliverables must all be met for the completion of a Phase to be considered complete and payable. Acceptance of the Task/Deliverable by Maricopa County shall constitute meeting the deliverable. Such acceptance shall not be reasonably withheld.

Movement of a Task/Deliverable to an alternate Phase may only be done via mutually agreeable Change Order. Movement of a Task/Deliverable to another Phase may affect the amount payable of applicable phases effected.

1.2 SOFTWARE COSTS $208,530.00 219,535.00

Software Costs	Total
Sire Technology Modules	**$208,530.00** 144,535.00
~~Granicus Modules~~	$75,000.00
TOTAL	**$208,530.00** 219,535.00

(Per Section 2.1.1 of Base Contract)
Total payment for Software shall be paid upon acceptance and based on the following payment schedule:

- **25% Software Costs as designated in Exhibit A – Upon Installation validated by mutually agreeable Acceptance plan to validate operation in County environment.**

- **25% Software Costs as designated in Exhibit A – Upon "Go Live" date as determined by mutually agreed upon Acceptance Plan as designated herein.**

- **50% Software Costs as designated in Exhibit A - After using the system in a production capacity for a continuous ninety (60) days period.**

| 1.3 | **HARDWARE COSTS** | **$27,184.00** ~~29,484.00~~ |

All Hardware delivered as part of this contract will be payable net 30 upon receipt of Hardware and applicable invoice.

| 1.4 | **TOTAL SUPPORT AND MAINTENANCE COSTS** | **$398,200.00** ~~389,780.00~~ |

TOTAL PROJECT COST   **$946,394.00** ~~958,434.00~~

EXHIBIT B
SCOPE OF WORK

1.0 INTENT

To provide a Agenda Central Management Software application to the Maricopa County Clerk of the Board Department. To include all applicable implementation and Software Support and Maintenance.

2.0 SCOPE OF WORK

2.1 SOLUTION REQUIREMENTS

Detailed solution requirements have been integrated herein as:

Exhibit B-1 **VENDOR RESPONSE TO ATTACHMENT D – FUNCTIONAL REQUIREMENTS**

Exhibit B-2 **AGENDA MANAGEMENT SYSTEM FUNCTIONALITY REQUIREMENTS**

The above Exhibits reference all applicable functionality that SIRE TECHNOLOGIES is amenable to deliver to Maricopa County Clerk of the Board as part of the final delivered, accepted solution.

The SIRE Solution Suite

SIRE Agenda Plus is part of a larger solution offering known as the SIRE Solution Suite, which includes a total of 9 SIRE Modules, which can be combined in unlimited ways to address the specific needs of the County. The SIRE Solution Suite not only manages legislative processes, but stores, indexes, retrieves and edits all documents within an organization.

The SIRE Modules in Agenda Plus™

SIRE Agenda Plus combines four of the nine SIRE modules to provide complete management of the legislative process.

SIRE Administrator: SIRE Administrator is used to configure the content and appearance of agenda templates, to create meeting types, administer meeting security and meeting attendees.

SIRE WebCenter: Agenda Plus is accessed most often by users responsible for the management of legislative processes in their workplace. User operations of the SIRE Agenda Plus application are accomplished using the SIRE WebCenter interface. SIRE WebCenter also manages forms, business workflow processes and system administration. Each of these operational categories is represented by a unique SIRE WebCenter tab, providing easy navigation through the various functions of WebCenter.

SIRE Forms: Forms can be used to submit an agenda item request for approval by authorized individuals. SIRE Forms are created by the local SIRE Administrator using the SIRE Forms Administrator application. SIRE Forms are accessed by authorized individuals using the SIRE WebCenter application, and submitted directly to Agenda Plus through WebCenter.

SIRE Workflow: The process of routing agenda items for approval by various required individuals and departments is managed by the SIRE Workflow module. SIRE Administrators design rules for the routing of documents through the business process using the SIRE Workflow Administrator application. Users of the SIRE Agenda Plus application can kick off

these workflow processes, or approve and reject items that come into their workflow queue in the SIRE WebCenter application.

Additional applications related to Agenda Management include the following:

SIRE FileCenter EDMS – For storage of Agendas and all supporting materials and for the retrieval and viewing of those items. (5 concurrent licenses of this application are included with Agenda Plus)

SIRE PDF Conversion Utility – for converting to PDF. The SIRE PDF Creation Service is now built atop the Neevia PDF Application, making for more robust, feature-rich creation of PDF Documents.

SIRE OCR/FTR Utility – Used to convert images to text and for searching by key word or phrases

SIRE Retention Manager – For managing the life cycle of all documents and files

SIRE Scan to Agenda – Allows users to scan paper documents to the Agenda

SIRE Agenda Export – Allows agendas to be exported to Granicus to be used in Granicus minutes maker.

SIRE Agenda to Go – Allows users to download the complete agenda along with all associated materials and to review those materials and make any private notes or comments.
SIRE Reports Manager – Allows users to create, run, and publish reports from the Agenda system.

SIRE Agenda Wrap-Up –The Agenda Wrap-Up feature of Agenda Plus allows users to sign and automate the number of agenda documents after a meeting has taken place, easing the agenda documentation process substantially.

SIRE Launcher Application – The SIRE Launcher lets users access, revise, and replace files from WebCenter faster and more easily than standard methods.

SIRE Pub – SIRE Pub is installed with WebCenter and allows you to publishing a meeting by creating an HTML version of the agenda and all supporting material. Then, it puts it in a new folder in the Published Meetings cabinet in the SIRE system. Users and the public can search for published meetings on the Web with ease.

2.2   SUPPORT AND MAINTENANCE

The County desires the selected Vendor to provide support and maintenance services. The Vendor should supply information regarding detailed support and maintenance services including:

2.2.1   IMPLEMENTATION SUPPORT
-        Current processes
-        Process of transitioning from implementation to operational support

Response:

SIRE eliminates the risk associated with implementing an IT initiative through its proven and effective implementation procedures developed over the years. Evidence of this claim is testified by SIRE's 100% client retention rate. Implementation includes significantly more than just installing software and training users. Mission critical elements such as user adoption, departmental champions, and roll out schedules must be taken into consideration.

For post-installation support, SIRE provides phone support Monday through Friday from 6am to 6pm MST, with a minimum of a 4-business hour response time. Standard maintenance includes regular software updates with phone support available to install the updates. A hotline and/or SIRE Web support is available for all system difficulties during the stated support hours. Most software problems can be solved through the use of either telephone support or remote desktop support via the internet. We currently use Webex for remote desktop support.

Standard support issues received from e-mail or voice mail should receive a response or notice of acknowledgement within 4 business hours (same business day if possible). Higher level issues, which typically come in by phone, receive immediate attention with priority going to clients having more critical issues. All support responses are handled initially by a support representative. When necessary, issues are escalated first to a member of the development staff, then to the head of development, if a resolution is not found.

The following support levels are available.

Level One – This maintenance level provides support five days per week, eight hours per day excluding recognized holidays.

Level Two – This maintenance level provides support five days per week, 24 hours per day excluding recognized holidays.

Level Three – This maintenance level provides support seven days per week, 24 hours per day.

To transition a client from the Implementation Team to the Operational Support Team, SIRE engages in the following steps:

All pertinent information about the installation is entered into the CRM in use by SIRE. This information is then immediately visible to Operational Support when the client name is entered. The information entered into the CRM includes key contacts and their roles, the departments where SIRE software is installed, list of hardware (type, server names, configurations and where installed), software versions, integrations and configuration information. Where integrations have been performed, information about the system with which the integration was performed is also logged (including version number, module, etc).

Implementation will then meet briefly with Operational Support to introduce the newly implemented client and review with them the particulars of the project.

The Implementation Team will then review with the appropriate County personnel SIRE policies for customer support and review each form (telephone, email, and onsite). SIRE will ensure that SIRE Operational Support contact information is known by County employees and readily accessible.

2.2.2   OPERATIONAL SUPPORT
- Location of support office

Response:

The Support office and staff are located at SIRE Corporate offices with the address of 3676 W. California Avenue, Suite B100, Salt Lake City, UT 84104

2.2.3   HOURS OF SUPPORT

Response:

SIRE's standard maintenance agreement provides telephone technical support between the hours of 6:00 am to 6:00 pm Mountain Time. Upgrades in maintenance can provide longer hours include 24/7 telephone technical support.

2.2.4   DESCRIPTION OF SUPPORT CENTERS KNOWLEDGE REPOSITORY

Response:

The following outlines data contained in the knowledge repository, which is made available to Operational Support. This information includes a synopsis of the project scope, key contacts and their roles, the list of departments where SIRE software is installed, list of hardware (type, server names, configurations, and where installed), software versions, integrations and configuration information. Where integrations have been performed, information about the system with which the integration was performed is also logged (including version number, module, etc).

2.2.5   DESCRIPTION OF SUPPORT TECHNOLOGY TOOLS USED TO IDENTIFY PROBLEMS

Response:

We currently use Webex to identify problems at a client site and for remote desktop support.

2.2.6   DESCRIPTION OF SUPPORT PROCESSES TO PROACTIVELY ADDRESS PROBLEMS DISCOVERED IN THE APPLICATION

Response:

1.   **The SIRE support representative that receives a call or e-mail requesting support, and logs that request into the CRM database, becomes the owner of that case. Ownership of a support case can be transferred to another support representative only through verbal acceptance by the support representative to whom ownership will transfer.**

2.   **The SIRE support representative that owns a support case is responsible for updating the case, closing the case and documenting why the case is being closed. NO case can be closed with out comments.**

3.   **Whether SIRE customers request support through a phone call or an e-mail, a new support case should be created to log and track the support request. Requesters should be given the case number automatically generated by the CRM to provide to support personnel when calling about the case in the future.**

4.   **E-mail requests for support should be answered with a confirmation e-mail within fifteen minutes of the request. This confirmation e-mail should acknowledge receipt of the request, and either answer the support request if possible, or outline the timeframe for providing a solution.**

5.   **Support requests submitted by phone should either be answered at the time the call is placed, or answered within thirty minutes if a voicemail is left. Ability to meet this thirty minute guideline will, of course, depend on current call volume.**

6.   *Often, work on individual support cases requiring immediate action and response will span multiple shifts of support personnel. Support personnel leaving at the end of a shift should inform remaining support representatives about any important, pending support cases, and especially those cases for which additional contact from the customer requesting support is expected.*

7.   *When adding comments to support cases, ensure that the Public checkbox is checked. This allows other support personnel to view the comments.*

8.   *Support requesters should be contacted daily and informed of the status of their pending cases. This contact should be made for every open support case, and can be through e-mail or via phone. The time of contact should be documented in the comments of support cases. Operations management will spot check support cases randomly to ensure that contact is being made daily for all cases.*

9.   *Before escalating a support case to operations management, make every attempt to solve the support problem at the level of the support staff. Gather all relevant data from the SIRE customer requesting support. Attempt to re-create the problem on your local machine, or a lab machine. Request debug logs and screenshots from the requester. Discuss the problem with other support representatives. Ultimately, if you cannot resolve the issue after all attempts at the support staff level, escalate the case to Operations management. If Operations management is currently unavailable, or does not have a solution, escalate the case to the developer who owns the application in which the problem exists.*

2.2.7   SYSTEM UPGRADE OPTIONS

Response:

Two upgrades per year—April and October—are included in the annual maintenance agreement.
Upgrades are usually accomplished through distribution of the upgrade on CD-ROM disk. Smaller patches and feature releases are available on a more frequent basis throughout the year at no cost.

2.2.8   ON-SITE SUPPORT OPTIONS

Response:

On-site support can be provided at an additional cost.

2.2.9   INTERNET SUPPORT OPTIONS

Response:

Support cases can be logged directly through SIRE Technologies' website. Case updates are also available.

2.2.10   EMAIL SUPPORT OPTIONS

Response:

Standard support issues received via e-mail receive a response or notice of acknowledgement within 4 business hours.

2.2.11   TELEPHONE SUPPORT OPTIONS

Response:

SIRE provides phone support Monday through Friday from 6am to 6pm MST, with an average of 4-business hour response time.

2.2.12   A COPY OF THE CURRENT VERSION OF THE VENDOR'S SERVICE LEVEL AGREEMENT (SLA)

Response:

SIRE has provided copies of our License and Maintenance Agreements – incorporated herein as Exhibit B-3 & B-4

2.2.13   ANY ADDITIONAL SUPPORT SERVICES OFFERED

Response:

SIRE offers two other levels of service outlined below:

1)   Provide 5 days per week support, 24 hours per day. Not available on recognized holidays. Includes SIRE software updates which are usually 2 per year.

2)   Provide 7 days per week support, 24 hours per day. Not available on recognized holidays. Includes SIRE software updates which are usually 2 per year.

2.2.14   MAINTENANCE SERVICES

-         Current maintenance services not provided as part of operational support
-         A copy of the current version of the Vendor's Maintenance Agreement
-         A copy of the current Maintenance Fee Schedule

Response:

The only service not provided as part of the standard operational agreement is onsite support for which there is an additional fee plus expenses.

1)   Provide 5 days per week support, 24 hours per day. Not available on recognized holidays. Includes SIRE software updates which are usually 2 per year. Priced at 27% of software list price purchased by County.

2)   Provide 7 days per week support, 24 hours per day. Not available on recognized holidays. Includes SIRE software updates which are usually 2 per year. Priced at 36% of software list price purchased by County.

2.3   WARRANTY

The Vendor shall warrant the application software to be free of defects or imperfections that prevent full performance. This warranty period will be one year from the date of system acceptance by Maricopa County. Any reproducible errors that are found during this warranty period will be corrected at the Vendor's expense.

As part of the support agreement, Maricopa County desires to have the Vendor provide software modifications (including changes to source code) necessitated by legislative or regulatory alterations. The fee for this service should be clearly identified when proposing support rates as part of this request. This service must be included in the Vendor's Maintenance Agreement.

Response:

SIRE has read and acknowledges the County's warranty requirements.

2.4   NARRATIVE RESPONSE SECTION

Vendors are required to provide complete narrative responses to all questions contained within this section. Where applicable, the Vendor must provide accompanying diagrams, screen captures charts, etc.

2.4.1   GENERAL REQUIREMENTS

a)   What are the primary benefits of your solution?

Response:

SIRE designed its solutions from the ground up for use with local government. Every solution as well as version upgrades are driven by a steering committee comprising of appointed and elected government officials from state, county and city government bodies. As such, some of the primary benefits of SIRE are listed below:

Configuration: With its origins in local government, all SIRE solutions were designed with tremendous configuration flexibility.   This unique design allows SIRE to configure our solutions to meet the unique and exacting functionality requirements of its clients without writing additional code. This eliminates the bugs and unreliability commonly associated with "customization."   This also eliminates the common problem of customers needing to change their preferred business processes to accommodate the limitations of the software application.

User Friendliness: The ease and extent to which SIRE can be configured allows individual users turn off or on functions, screens, and menus (with permissions) to meet their personal needs. This allows the screen to be clutter free and easy to navigate. It also allows users to grow in comfort and turn on more sophisticated features only when they are ready to use them. Otherwise, novice users will never even see the more advanced features of SIRE.

Integration. Thanks to SIRE's unique architecture, it can be integrated with virtually any 3rd party application or database, including legacy mainframes. SIRE has a long and successful track record of integrating SIRE with a large variety of different systems. This permits SIRE to create a true "central repository" where all of the organizations data can be researched. This also allows SIRE to act as "middleware" of sorts. That is to say, if users are in another software application during the day, they need not leave that application to look up documents and information related to the data on their screen. A click of a button within the 3rd party application (installed by SIRE with permission of the 3rd party provider) will result in the retrieving of all related documents within SIRE.

Scalability: SIRE clients have never outgrown SIRE. For this reason and our dedication to excellent customer support, SIRE boats the highest client retention rates in the industry. Using the same system proposed in this RFP, some of SIRE clients have less than 10 users and scan no more than 1,000 documents per month. Others have over 700 concurrent users and scan over 1 million documents per month.

SIRE is a pioneer in the agenda management industry with one of the longest histories and some of the largest clients. SIRE was the first to incorporate streaming video, minutes automation and voting records with the agenda management tool. SIRE remains one of the few offering key functions such as a powerful workflow tool capable of accommodating multiple committee review process and the only vendor offering a true enterprise agenda management tool.

True Enterprise Application: SIRE permits unique configurations and integrations for each department of County without negatively impacting the rest of the County users. Moreover, the workflows, Eforms and retention schedules can be tied together across the entire county to facilitate better cross organization communication, reduce workloads and improve turnaround time on business processes.

b) What are the primary restrictions of your technology?

Response:

The thin client installation works best with the Microsoft Internet Explorer.

c) How will the implementation of your solution impact Maricopa County staff? Include in this response items such as the impact on workloads, increases/decreases in staffing, and changes to job descriptions.

Response:

Any project of this magnitude will require the time and dedication of the County's staff to outline business processes, identify file cabinet structure, identify desired location of hardware, etc. Best practices also indicate that a parallel test run needs to be performed before the system goes live to ensure the system is working in the desired manner and to introduce the system to the daily routine. Time will also need to be dedicated for training and answering question of new users.

However, history has also documented that SIRE has been able to reduce turnaround time on business processes by as much as 83%, leading to a four-fold increase in the amount of work accomplished in a given day without over time. It is unknown at this time how this project will impact County staff, but SIRE eliminated the need for Salt Lake County to replace 20 of its staff who left through natural attrition. Not only this, Salt Lake County increased its productivity by almost 200%. The small city of San Carlos Clerk's office routinely saves between 28-30 man hours per week using the SIRE solution.

Prior to implementing SIRE, laborious and manual processes consume the bulk of the employees' day. Some of our clients complain that 80% of their day is consumed with tasks that represent 5% of their job description. Once SIRE is fully implemented many now have time to address the other 95% of their job description.

d) Describe some of the user friendly features of your system that make it easy to learn and work with.

Response:

There are a very large number of ideas and features built into SIRE that make it easy to learn and work with for users of all technical comfort. Below are listed just a few:

Tabs, menus, and functions can be quickly and easily turned off or on to meet the individual user needs. For example, SIRE comes standard with five ways to search for documents and other media. Beginners can start with just the Simple Search function while the other search parameters are turned off thereby removed from the screen. The user is presented with lots of comforting white space and is able to quickly find what they need. For more advanced users, they can chose to turn on any or all of the five search engines to meet their needs. Lastly, a custom search can be created and saved to any or all users thereby providing a search tool that best meets the needs for a particular department or job title.

SIRE is a Microsoft shop and many of the windows, menus and screens utilize existing Microsoft interfaces. Since most everyone is already familiar with Microsoft Office,

users are greeted with a familiar navigation style, look and feel when the see SIRE for the first time. This also helps to minimize the learning curve.

Intuitive layout. As mentioned elsewhere, SIRE was designed in conjunction with a steering committee of government employees. As a result, SIRE clients comment that they layout, navigation and location of things is intuitive.

Workflow design. For users of workflow, they are presented only with functions that pertain to the decision at hand. For example, if someone is supposed to only approve or reject the process, the only option they will be shown is a pull down menu with Reject and Accept on it. Conversely, if a user needs the ability to annotate or add documents, fill out forms, review and redirect forms, they will be shown the menus and fields necessary to perform those tasks.

Mouse clicks and key strokes. Since inception, SIRE is constantly finding ways to reduce the number of key strokes or mouse clicks needed to perform tasks. This has lead to the introduction of easy-to-use graphics, icons, and other visual tools to simplify and speed up task performance.

2.4.2   DATA ENTRY

a)   Does the proposed solution provide standard Microsoft Windows functionality such as copy and paste functionality, cut and paste functionality, etc.? Describe the text editing tools that are available within your application?

Response:

SIRE is a Microsoft house which has resulted in a number of Windows functionality being incorporated into our solution. Not all of the editing functions are applicable to every form of data entry (see below). Users can choose between either shortcut key or mouse navigation. Screen layouts can be easily moved around using the computer mouse. Editing tools include but are not limited to cut and paste, copy and paste, highlighting, spell check, section highlight, "post-it notes," redaction, click and drag, text box, bolding, etc.

b)   Describe techniques used for data entry using your solution.

Response:

SIRE offers the ability to collect data in numerous ways. The most common method is through the scanning and indexing of documents. However, data can be entered into the system in the following ways:

eFORMs. An Eform can replicate any paper form, application or staff report and allows the capture of data contained within the form. The Eform becomes a document within SIRE and can be automatically filed in the appropriate file cabinet or folder upon submission. An Eform can also launch a Workflow.

Microsoft Office Integration. Documents, spreadsheets and other documents created in Microsoft Office can be saved directly to the SIRE repository without printing and scanning the document.

System Integration. SIRE also has the ability to integrate with a number of commonly used 3rd party application so that documents created (eg: invoices from an accounting system) can be saved directly to SIRE without the need to print and scan the document.

COLD/ERM. Data can be extracted from 3rd party databases or application in a user-friendly form and stored in SIRE for later search and retrieval.

c) Describe how data integrity is managed in your solution.

Response:

Documents cannot be modified in any way once scanned. The annotations, redaction, and other editing is performed in "layers" that can be pealed away to reveal the original document. Each layer records who created the layer and what modifications where made in that layer to the original. Using access rights management, some users (such as the public) may be allowed access only to one of the layers instead of the original. This allows the County to redact confidential information (such as addresses, phone numbers, social security numbers, etc).

d) Describe how data entry screens may be customized.

Response:

SIRE comes with three pre-set layouts that can be selected with a single click of the mouse. However, users can also customize their screen layout by moving windows around, changing the size of windows, modifying the color scheme, customizing their search engine, select bookmarks, etc. Once modified, the customized layout can be saved and will appear every time the user logs into SIRE.

2.4.3 SEARCHING

a) What functionality does your system provide for performing keyword searches within free form text fields in the system?

Response:

Among the many ways to search and retrieve documents, SIRE provides the ability to search words and phrases from the body of a document in free text form using OCR. SIRE also offers fuzzy logic that takes into consideration spelling errors. We also offer the ability to do more advanced searches such as finding a word that is within a few words of another key word or phrase.

b) What functionality does your system provide for performing keyword searches within file attachments? Are there any file type restrictions associated with this functionality?

Response:

SIRE also offers the ability to perform key word search within file attachments. In addition, users can use any of the 5 different search types to look through file attachments and other data. There are virtually no file type restrictions in that SIRE works with over 300 different file types.

2.4.4 DATA AND MANAGEMENT REPORTING

a) List the recommended standard system reports/templates, detailing:
- Report/template description
- Report/template layout
- Report/template use
- Provide samples of all standard product reports/templates

Include in this response all meeting minute and agenda templates.

Response:

Although SIRE has built hundreds of meeting and report templates for its clients over the years, we have found no two counties do things the same way. As such, the County is free to draw upon some of the templates already built for other counties or SIRE will develop custom report and meeting templates to meet County's exact needs.

SIRE does not pose a limit on the number of meeting or report templates used by County. Therefore, every department, committee and meeting type can have a unique template. Below are listed some of the pre-formatted reports already in place for use by SIRE customers.

SIRE.Agenda.LRDA Meeting Only
SIRE.System.Folder And File Counts
SIRE.System.Search System Logs
SIRE.System.Search User Activity
SIRE.Agenda.LRDA
SIRE.Agenda.LRDA Detail
SIRE.System.Service.PDFStatus
SIRE.System.Service.OCRStatus
SIRE.Retention.Schedule Events by User
SIRE.Retention.Retention Schedule
SIRE.Retention.Retention Events by Cabinet
SIRE.Agenda.Meeting Workflow
SIRE.Workflow.Workflow Steps
SIRE.Workflow.Workflow Steps By Name and Date
SIRE.Agenda.Meeting Workflow By Type and Date
SIRE.System.Service.OCRDetailByCabinet
SIRE.System.Service.OCRStatusByCabinet

b)   What components of your agenda templates are customizable?

Response:

SIRE provides liberal flexibility in its agenda templates and SIRE does not impose limits on the number of agenda templates for use with each client. The following items are customizable in SIRE Agenda Plus:

The number and order of agenda items included by default in the agenda template.
The list of actions available for agenda items associated with a particular agenda template.
The list, wording and format of tags available with a particular agenda template.
The list of workflows available to agenda items associated with a particular agenda template.
The Eforms available for use with agenda items associated with a particular agenda template.
The color scheme of the agenda template.

c)   What components of your meeting minutes' templates are customizable?

Response:

Most components of the meeting minutes' template are customizable, including:

1.   The meeting header that can include County logo if desired
2.   The numbering system
3.   The indentation
4.   Font type
5.   Page numbering

6.   Legal disclaimer verbiage
7.   Footnote, header, or watermark verbiage
8.   Tags or text boxes – they can be configured to include any text and can be
placed in any   location(s) throughout the document.

d)   Describe integrated report writer facilities, including:
  - Level of understanding of the database structure that is required (i.e. Does the user work with a data   dictionary or the like when developing ad hoc queries?)
  - Does the user need to be familiar with a program language (i.e. SQL)?
  - Level of user and training required to produce an ad hoc report

Response:

In order to make generating reports as simple as possible for both novice and experienced users, SIRE provides a number of pre-formatted reports or will create a custom report that meets your needs.

Custom reports will require an understanding of our data model. The County will have the ability to create SQL reporting services reports using either Visual Studio or in the case of 2005 the free report creation tool. This does require some technical knowledge to perform these activities.

e)   List 3rd party report writers supported. What is the level of integration for each?

Response:

The primary report tool we're integrated with is Microsoft SQL Reporting Services.

f)   Describe your system's ad hoc reporting capabilities.

Response:

Future releases of SIRE will include the ability to perform ad-hoc reports. However, for the time being SIRE staff works with its clients to learn what reports are needed and meet that need through existing report formats or create a custom report for the client

g)   List 3rd party products that can be used for doing ad-hoc queries. What is the level of integration for each?

Response:

Ad Hoc queries can be run through any third party tool that interfaces with their database of choice. For example, if you are using SQL server there is a built in query tool called Query Analyzer. For Oracle there is a tool called SQL Plus. We actually have our own query tool that we provide as part of our product called SIRE Query.

h)   Does the proposed solution have the ability to generate PDF documents? If so, describe.

Response:

SIRE Agenda Plus comes standard with a PDF converter that converts all agendas, supporting materials and minutes to the PDF format once published.

i)   How does your system provide support for records management processes?

Response:

Congruent with industry standards, SIRE provides the ability for batches of documents to be marked with a maturity date, at which point an automated notification is sent out indicating that the set of documents have reached their maturity date and then ask the user what they would like to do. SIRE supports the burning of said documents to a CD or routing documents to a permanent archival tool such as the Kodak Archive Writer. SIRE also offers an optional warehouse synchronization tool that permits users to see immediately where the paper original is stored (including which storage facility, which file rack, and even which box) using a hand-held bar scanner.

j) How does your product handle a "split vote" in terms of documentation of meeting minutes?

Response:

SIRE is assuming the County is referring to a vote where there is no majority. In this case the motion would fail and our software would note such. A template will be configured to provide any information deemed appropriate by County. For example, we can list how each member voted, we could list that 4 voted aye, 4 vote nay and one abstained or whatever the case was.

Some motions might require a 2/3 majority vote and our software can handle that also and note the vote required 2/3 majority. It can be documented however they would like it documented in the minutes as we customize the minutes for each client. The vote of each member is recorded and we can list those votes any way desired by County.

k) Please identify the batch reports that are available with your system and provide a sample of each.

Response:

We provide a number of out-of-the-box reports including batch reports. Because of our integration with Microsoft Reporting Services it is also possible for you to create your own custom reports. We typically work closely with our customers to help them create the right reports for their business needs. These reports can be used to show any information that is stored in SIRE.

l) How does the user tell the system where to place items of a given type on the agenda and meeting minute documents (ex. Agenda items appear under headings of Hearings, Presentations, Actions, Consent Items, etc within these documents)?

Response:

To minimize the chance of human error, thereby increasing the workload of the Clerk's staff, SIRE is configured to associate specific agenda items with specific headings on specific agenda meeting types. For example, end users are given a select number of agenda types to choose from at the beginning of the process.   When they select the type of agenda item, the agenda item will automatically appear under the appropriate heading on the appropriate agenda – even if the appropriate agenda belongs to a committee.   This is a configurable item.

2.4.5 MANAGEMENT AND WORKFLOW

a) Explain how approval levels are implemented in your system.

Response:

SIRE's approval process sets industry standards and sets SIRE apart for the rest. Within SIRE, approval implementation is a configurable item. Therefore, the path that an agenda item takes may be contingent upon the type of agenda item, who submitted it, the type of meeting it belongs to, or virtually any other criteria. In summary, SIRE uses both Eforms and Workflow to route agenda items in the exact path it needs to take. In some cases, SIRE clients have upwards of 8 committees and agenda items see 12 agendas before they finally land on the Board agenda. SIRE accommodates linear and multi-tiered approval processes. An agenda item can be sent simultaneously to more than one person or committee.

b)   How does your system automate the approval routing process? How does the user configure this process?

Response:

SIRE automates the approval routing process with its Eforms and Workflow tools. Each user along the way is granted only those permissions they need for the agenda item at hand. This keeps it simple for the end user and shortens the learning curve. End users can perform any task necessary for their stage in the process including but not limited to: approving or rejecting, appending, annotating, adding forms or other supporting materials, etc.

Agenda items are routed to different users using queues. Upon login, the user will be directed to waiting items in their workflow queue. By clicking on the item, the user is shown the documents and other functions necessary and particular to that agenda item. If an item has sat too long in one place or it a pre-determined deadline is passed, an automated notification is sent to the end users, the originator, or anyone else deemed appropriate.

Next, although SIRE has created icons to simplify the creation and modification of workflows, best practices indicate that only a select number of Super Users should have the permissions to modify workflows. Experience has taught us that giving end users the ability to modify workflows usually results uncoordinated workflows.

c)   How are approval overrides handled and tracked in your system?

Response:

Within the SIRE product you can configure how these overrides are handled based on your business rules. Every organization is not the same and our workflow process can be configured to handle this as your business rules dictate.

d)   Does your system provide an automated means of consolidating or grouping related agenda items? If so, how does this work?

Response:

This could be handled a number of ways. By default there is a history kept of all agenda items in the system. You can easily track when they were heard and the outcome including the link between those items. There are also reports that could be generated to display items that are related. Typically within an agenda meeting all of the items that are the same are put into a common section in the meeting.

e)   Describe the levels of agenda item categorization that are available with your system to support data entry and query functions?

Response:

The item categorization is entirely configurable. SIRE does not have a static set of categories, but it allows you to specify the categories that work within your process.

f)   Describe some of the default workflows that are available with your system.

Response:

SIRE's philosophy is to configure the workflow to meet the client's exact needs, rather than ask them to conform to a workflow developed by others. SIRE brings to the table years of experience in best practices and can recommend workflow designs during the implementation process. Once engaged, the County will also be granted access to workflow designs created for other counties across the United States.

g)   What is the process for configuring workflows in your system?

Response:

SIRE believes in delivering a fully functional, tested and approved solution before the implementation is complete. As such, SIRE staff will work with County employees to identify the difference scenarios, condition, exceptions and other variables involved in their agenda approval process. We then configure and test the workflows for the County. However, we also use this experience to train identified County employees on how to configure workflows for themselves so that changes down the road can be made internally.

h)   What processes does your system provide for validating that agenda items have been entered properly? What data validation checks are inherent in your base product?

Response:

Many agenda items start with the submission of form or staff report. SIRE supports quality control through spell check, pull down menus, checkboxes, and required fields. If required fields are not completed, the user cannot submit the form and receives an error message spelling out the actions necessary to complete the form. Pull down menus minimize the chance of error and even open text fields can enforce a data format (such as a date format MM/DD/YYYY).

Next, sometimes the validation process requires the human touch. SIRE has a delegation feature which accommodates those times when key people in the process are sick, on vacation, or otherwise temporarily unable to perform their job. This ensures that the validation process is being followed properly.

i)   How does your system support quality control processes in the creation and approval of agenda items, agenda documents, and meeting minutes?

Response:

Many agenda items start with the submission of form or staff report. SIRE supports quality control through spell check, pull down menus, checkboxes, and required fields. If required fields are not completed, the user cannot submit the form and receives an error message spelling out the actions necessary to complete the form. Pull down menus minimize the chance of error and even open text fields can enforce a data format (such as a date format MM/DD/YYYY).

Next, an agenda item is not marked as "approved" until it has successfully made its way through the entire workflow associated with that item. Thus, County has

reassurance that all points of contact have seen and approved the item before the approved status is illuminated on the final agenda.

Agenda Documents: SIRE Workflow is routed to allow visual inspection of all supporting reports, documents, images, maps, drawings, etc, to ensure that the appropriate documents are attached to the appropriate item, and that the complete list of documents is attached. If not, the agenda item can be routed back to the originator for repair.

Agenda Minutes: Upon initial completion of the meeting minutes, they are marked DRAFT both in the system and on the document itself. This avoids unapproved minutes from accidentally being distributed as approved minutes. Next, the system will not allow minutes from being published improperly. The user can publish as a draft or after it has been approved.

2.4.6   AGENDA ITEM SUBMISSION

a)   What mechanisms does your system provide for allowing multiple departments to coordinate the joint submission of agenda items?

Response:

Through the SIRE Workflow application multiple departments can coordinate and review agenda items that are being submitted. This process can be started as easily as filling out a web based form.
Revision Tracking

b)   How does your product handle submitter modifications to items that are currently in the approval review cycle?

Response:

If permissions have been granted, users participating in the Workflow are able to make any modification deemed necessary and approved by County managers. SIRE is built upon a powerful EDMS system and therefore provides an audit trail for every document in the system. Each round of modifications is called a layer. Each layer keeps track of who make the modifications, when the modifications where made, and what exactly did they modify.

c)   How are these items re-routed for final review?

Response:

Due to SIRE's powerful Workflow capable of dual processing, modified items can be re-routed to whomever the County deems appropriate.

d)   What level of revision tracking functionality does your system provide?

Response:

SIRE allows the user to open a document in its native format. As such, the change tracking functions of Microsoft Word or WordPerfect would be used to track changes on the document. The other option is the build-in audit trail outlined in "d" below.

e)   What level of versioning functionality does your system provide?

Response:

The audit trail includes who made the revisions, what revisions were made, and when the revisions where made. There is no limit to the number of revisions that can be made to a document. Through the click of a mouse, users can see each layer or set of modifications to the original.

f) Describe the process for viewing the change history of an agenda item and indicate the type of change history information that is available.

Response:

Please refer to the answer for "d" above.

2.4.7 TRAINING

a) Describe the options available for the delivery of end user training.

Response:

SIRE is capable of delivering the three most commonly requested forms including custom training delivered at the County, training delivered at SIRE Corporate training facilities located in Salt Lake City, UT or remote training using webinar technology.

b) Describe the technical and end user documentation resources that are provided with your system.

Response:

Comprehensive product manuals including "cheat sheets" are included with every purchase of SIRE and are offered both CD and printed manuals. Agenda Plus comes with both an administrator manual as well as an end-user manual.

c) Will your company provide training resources who will be available onsite during the initial period of system "go live" to provide support and on-the-job refresher training as necessary? If so, please   provide an explanation of your approach.

Response:

Best practices have taught SIRE that training should be staggered to foster the best adoption and project buy-in. During the implementation process specific rollout phases will be identified. SIRE will provide onsite training for each phase when mutually deemed appropriate by the County.

We typically start by training the Super Users, departmental champions and trainers (if applicable). This training is coordinated with the rollout of the project and typically occurs once the system is live and ready for use immediately following the training.

We then identify group(s) of end users who will be the first to use the system and train them on the components and workflows they will be using. Depending on the rollout schedule, we then identify the next group of users and train them at the appropriate time.

In general, we strive to provide hands-on training that is appropriate for the user. For example, not everyone is on an equal level with technology. For that reason we offer more than one end-users course to accommodate those who need more hand holding while offering a faster course for those who are already comfortable with technology.

d) What means of follow up training does your company/product provide after the
initial system training has been completed?

Response:

*SIRE understands that attrition and new hires create the need for additional hiring.
SIRE can offer ongoing training either onsite or at SIRE Corporate Training facilities.*

2.4.8   SOFTWARE SUPPORT

a) What is the support window for each version of your product?

Response:

*SIRE does not place a time limit on the versions it supports. This has not become an
issue for SIRE because none of its clients are more than 2 or 3 versions behind.
However, SIRE issues two new versions per year which are included at no additional
cost if the client participates in the Maintenance program.*

b) List the previous versions of your software that you currently support and when they
became available.

Response:

*SIRE currently supports all versions and issues two new versions per year. This has
not become a problem for SIRE because our clients are all within a few versions of the
most recent cut.*

c) How do you notify clients that the version they are currently using will become
obsolete in terms of support?

Response:

*Again, we have not had the need to inform clients about obsolescence of customer
support. Rather, we announce the availability of version upgrades via the quarterly
SIRE Newsletter (issued at no cost to all SIRE clients) and the client is contacted via
the quarterly meeting held with all clients to ensure things are going smoothly.*

d) How often do you upgrade the product you are proposing to Maricopa County?

Response:

*SIRE typically issues two version upgrades per year. These upgrades are based on
client feedback on how to improve the product which we collect during the year.*

e) When do you anticipate the next update of your current release?

Response:

Upgrades are typically issued every April and October of the year.

f) Describe your product upgrade release process.

Response:

*The SIRE product suite is web based .NET architecture, therefore our update releases
are done at the server level, and do not require client station rollouts. This provides our*

customers with the most efficient method of deploying upgrades. Two upgrades per year—April and October—are included in the annual maintenance agreement.

g)   What updates are planned in your next release?

Response:

Many new additions have been made to the Agenda Plus application, including but not limited to:

New Agenda Wrap-Up feature to sign and automate agenda document numbering

Added new permission to "view other's items". If not checked, users are able to view only their own agenda items.

New option added to not display minutes in the Action Summary. When this option is selected, only motions and votes are shown in the Action Summary.

Item Captions can now be displayed on the files page.

The Agenda Workflow page now links directly to a report displaying the status of agenda item workflows

The Agenda Meeting Details page now links to a report displaying the status of all agenda items still in process within a workflow

Details regarding SIRE's future technology releases are proprietary and can not be described further at this time; however, we will be wiling to discuss our plans in private with the County.

h)   Provide a list of known outstanding errors/system deficiencies and a schedule for resolution.

Response:

The only known deficiencies are when bugs are reported by customers. Bugs are always our top development priority and they are resolved when reported and software patches are released so customers can apply the fixes. We are not currently aware of any errors or deficiencies that are not being addressed.

i)   Describe how customer requested enhancements to the system are handled.

Response:

SIRE holds an annual event called the Round Table wherein customers are actively solicited for their opinions on product enhancements. This information is compiled along with requests our support staff collect during the year – there is an Eform on the SIRE website for customer to submit product enhancement requests. Eighty percent of the version upgrades come from those lists. The balance comes from industry trends and improvements in technology.

j)   What is the cost associated with enhancement requests?

Response:

SIRE does not charge for enhancement requests, nor does it charge the clients extra to receive the version upgrades containing those enhancements. Clients receive version upgrades at no additional cost if they participate in the maintenance program.

k) Describe the policy for updating the application when new releases of support software become available (i.e. new release of SQL Server, Oracle, or Windows OS).

Response:

SIRE is a Microsoft Partner and as such, has access to Microsoft products prior to release to the public. SIRE works with Microsoft and others to certify prior to release and incorporate the upgrades into the appropriate release. However, history has proven that many clients do not always have the latest version of SQL, Windows OS, etc., for several months or years after release. As such, SIRE times the upgrade to the new supporting software with its clients.

l) Describe cost considerations (if any) to your current customers when an application undergoes major redesign and a customer wishes to implement a new release.

Response:

SIRE does not change even for major redesigns to its software. In 2006 SIRE migrated to the .NET architecture and added the auto-indexing tool to its 4.1 version. None of the SIRE clients were charged extra to be upgraded to version 4.1.

m) Describe the support resources that are available with your product (ex. Online help and troubleshooting).

Response:

SIRE Clients have access to a wide array of support resources including email, phone, and built-in help embedded within the product itself.

n) What is your guaranteed response time for support calls (offsite telephone response, offsite website response, and onsite response)?

Response:

Four hours from time of contact for website and telephone contact. Most SIRE clients find that remote access is a better option to flying SIRE support personnel to their offices. This proves to be less expensive and a more rapid response.

o) Describe the process(es) for submitting a support request and how those requests are handled.

Response:

On the SIRE website in the secure log-in section, Customers can submit and track their support requests. Customers are able to see who is handling their case and the status of the case through this system.

In addition, a support request can also be submitted via the telephone or email. In both cases, the request is entered into the CRM by the customer support team where the client can track its progress on the SIRE website.

p) Explain your procedures for resolving customer problems. Provide a list of these procedures, if available.

Response:

1. **The SIRE support representative that receives a call or e-mail requesting support, and logs that request into the CRM database, becomes the owner of that case. Ownership of a support case can be transferred to another**

support representative only through verbal acceptance by the support representative to whom ownership will transfer.

2. *The SIRE support representative that owns a support case is responsible for updating the case, closing the case and documenting why the case is being closed. NO case can be closed with out comments.*

3. *Whether SIRE customers request support through a phone call or an e-mail, a new support case should be created to log and track the support request. Requesters should be given the case number automatically generated by the CRM to provide to support personnel when calling about the case in the future.*

4. *E-mail requests for support should be answered with a confirmation e-mail within fifteen minutes of the request. This confirmation e-mail should acknowledge receipt of the request, and either answer the support request if possible, or outline the timeframe for providing a solution.*

5. *Support requests submitted by phone should either be answered at the time the call is placed, or answered within thirty minutes if a voicemail is left. Ability to meet this thirty minute guideline will, of course, depend on current call volume.*

6. *Often, work on individual support cases requiring immediate action and response will span multiple shifts of support personnel. Support personnel leaving at the end of a shift should inform remaining support representatives about any important, pending support cases, and especially those cases for which additional contact from the customer requesting support is expected.*

7. *When adding comments to support cases, ensure that the Public checkbox is checked. This allows other support personnel to view the comments.*

8. *Support requesters should be contacted daily and informed of the status of their pending cases. This contact should be made for every open support case, and can be through e-mail or via phone. The time of contact should be documented in the comments of support cases. Operations management will spot check support cases randomly to ensure that contact is being made daily for all cases.*

9. *Before escalating a support case to operations management, make every attempt to solve the support problem at the level of the support staff. Gather all relevant data from the SIRE customer requesting support. Attempt to re-create the problem on your local machine, or a lab machine. Request debug logs and screenshots from the requester. Discuss the problem with other support representatives. Ultimately, if you cannot resolve the issue after all attempts at the support staff level, escalate the case to Operations management. If Operations management is currently unavailable, or does not have a solution, escalate the case to the developer who owns the application in which the problem exists.*

2.4.9   OTHER IMPLEMENTATIONS

a)   What other current implementations do you have as a Vendor?

Response:

SIRE has multiple project teams responsible for implementing projects. The team assigned to Maricopa currently has 12 projects on their plate. However, by the estimated date of project kickoff we anticipate only five other projects assigned to them.

b) What impact might these have on this implementation?

Response:
SIRE has extensive experience at implementing large, cross organization projects such as the City of Las Vegas, NV and Sacramento County, CA. Given the resources allocated to the Maricopa project and our experience at successfully implementing large agenda management systems, SIRE does not foresee the five other projects impacting the Maricopa implementation.

2.5   NETWORK AND OPERATIONS

2.5.1   WEB SERVER

What is the recommended hardware/software configuration for the web server(s)? Vendor must include information such as:

- Processor type
- Processor/MHZ
- Minimum performance requirements (MIPS)
- RAM capacity for application execution
- Hard disk capacity for application programs and data
- Server operating system
- Server requirements and minimum version required
- Network protocols supported
- Other hardware and software requirements

Response:

Processor: Dual Intel 2 GB processors
Memory: 2-4 GB
Storage Space: Minimum of 80 GB storage. We recommend a configuration with RAID level 5 redundancy.
Operating System: Windows Server 2003 Standard Edition Recommended
Other Required Software:
SIRE Web components (includes SIRE Web Applications and SIRE Web Services).
Internet Information Services with the following additional components:
ASP.NET
Front Page Extensions

2.5.2   DATABASE SERVER

What is the recommended hardware/software configuration for the database server(s)? Vendor must include information such as:

- Processor type
- Processor/MHZ
- Minimum performance requirements (MIPS)
- RAM capacity for application execution
- Hard disk capacity for application programs and data
- Server operating system
- Server requirements and minimum version required
- Network protocols supported
- Other hardware and software requirements

Response:

Processor: Dual Intel 2 GB processors
Memory: 2-4 GB for Application Server, Maximum memory allowed if for Database Server.
Storage Space: Minimum of 150 GB storage. For Database Server: 3 separate hard drives (min. 72 GB each) for operating system, data, and log files, or use a larger drive configured with RAID level 5 redundancy.
Operating System: Windows Server 2003 Standard Edition Recommended
Other Required Software:
Microsoft Office or Microsoft Word 2000 or higher (Required for SIRE Agenda Plus).
Microsoft Visio 2002 or higher (Required for SIRE Workflow).

2.5.3   FILE/APPLICATION SERVER

What is the recommended hardware/software configuration for the file server(s)? Vendor must include information such as:

- Processor type
- Processor/MHZ
- Minimum performance requirements (MIPS)
- RAM capacity for application execution
- Hard disk capacity for application programs and data
- Network operating system and minimum version required
- Network protocols supported

Response:

Processor: Dual Intel 3.2 GB processors
Memory: 4 GB of memory
Storage Space: RAID level 5 redundancy.
Operating System: Windows Server 2003 Standard Edition Recommended
Other Required Software:
Microsoft Office 2003 (Used for rolling up Agenda's and PDF conversion)
Microsoft Visiopro 2003 (Workflow)

OCR and PDF Application Server Specifications
Processor: Dual Intel 3.2 GB processors (Processor Intensive)
Memory: 4 GB of memory
Storage Space: RAID level 5 redundancy.
Operating System: Windows Server 2003 Standard Edition Recommended

2.5.4   OTHER REQUIRED SOFTWARE:

Microsoft Office 2003 (Used for rolling up Agenda's and PDF conversion)

2.5.5   SERVER REQUIREMENTS

Please provide detailed feedback on the following in regards to Server Requirements:

☐   Please provide detailed specifications on how/if your solution supports clustering, farming, or virtualization. If so please reflect how it would change licensing costs.

☐   Please provide detailed specifications on whether the solution by nature is I/O intensive, memory intensive, CPU intensive, or combinations thereof.

☐ Please provide detailed specifications on how the vendor recommends backing up the data system.

Response:

Our application server and database server are equally I/O and memory intensive. However, by following the recommended server configurations there will not be any problems.

There are a number of ways to perform backups. This is generally decided by the backup strategy the County already has in place. You are required to backup the SIRE database as well as a location on your storage device that contains the files and images that pertain to the system. We generally configure a single location on the storage device under which everything else is stored to make backups as easy as possible.

Please refer to Exhibit B-6 for information regarding SIRE's minimum hardware specifications.

2.5.6 CLIENT PCS

a) What is the recommended hardware/software configuration for the client machines? Vendor must include information such as:

- Processor type
- Processor/MHZ
- RAM capacity for application execution
- Hard disk capacity for application programs
- Hardware requirements
- Operating system requirement and minimum version
- Network protocols supported
- Software requirements

Response:

Please refer to Exhibit B-6 for information regarding SIRE's minimum hardware specifications.

b) What is your Client PC installation process during the implementation process, as well as for future releases of the product?

Response:

If you are using the thin (browser) client there is no installation required. If you are going to install client utilities you would run an installation on the client for the initial install only. All future updates will run automatically when the client detects an update on the application server.

2.5.7 ARCHITECTURE

a) Describe your product architecture (client/server, web- based. Multi-tier).

Response:

Our product architecture is multi-tier. There is a central application server that accepts requests from clients and sends back responses with the appropriate information. There will be a database server and a file storage system (server or SAN) that the application server will access for information. These can be combined onto one server but it is typically not recommended.

b) How scalable is your solution (data, users, transactions, locations)? Include information on how performance is expected to change as the solution is scaled up and where potential problems may be expected.

Response:

SIRE is extremely scalable. In almost all circumstances our customers add new departments and more data over time. SIRE can be run as a single server that acts as the application server, database server and storage device. This is not a recommended configuration for a large organization. However, many customers start small with a single server and separate them later as their SIRE usage grows. In addition to separating servers, there are a dozen or more SIRE services (Windows Services) that perform a variety of tasks like OCR, PDF Conversion, Agenda Processing, etc. These services can easily be moved across multiple servers if needed to help performance. Another way in which SIRE is extremely flexible and scalable is the storage of data. Data can easily be stored across a number of servers. If a storage device reaches capacity it is very easy to move future storage to a new device while leaving existing data in place.

c) Describe any configuration recommendations to ensure acceptable performance of the proposed solution.

Response:

We strongly recommend following our recommended server specifications. By doing this your system will run very well. We will work with the County during implementation to show you more details on tuning the application.

2.5.8   RECOMMENDED SERVER SPECIFICATIONS

Processor: Dual Intel 2 GB processors
Memory: 2-4 GB for Application Server, Maximum memory allowed if for Database Server.
Storage Space: Minimum of 150 GB storage. For Database Server: 3 separate hard drives   (min.   72 GB each) for operating system, data, and log files, or use a larger drive configured with RAID level 5 redundancy.
Operating System: Windows Server 2003 Standard Edition
Other Required Software: Microsoft Visio 2003 (Required for SIRE Workflow), Microsoft Office XP (Required for Agenda Plus)

Recommended Server Configuration
For maximum performance we recommend two separate servers, one each for the applications and the database per the above specifications. The documents would be stored using either a SAN (storage area network) or a NAS (network-attached storage) storage solution.

Single Server Configuration
For smaller sites, a single server can be used for the application, database, and document storage. In this case, it is recommended to use faster processors, more memory, and separate hard drives to house the applications, data, and images. Alternatively, the applications and database could be housed on the same server, with images on a separate server or storage device.

The following example describes how a single server might be set up when using it for the application, database, and image repository.

Single Server Drive Configuration
Hardware Mirrored Drives (2) for the OS and SIRE application services—Recommend 60-80 GB Drives

RAID 5 Drives (4)—Recommend 146 GB Drives

Memory External Web Server for Public Access
In order to provide public access to documents in SIRE, and/or if using SIRE's
Agenda Plus with the Granicus Meeting Manager for creating and publishing agendas
and minutes, you should have an external, publicly accessible web server to run the
SIRE web applications and SIRE Web services in addition to the internal SIRE
application server as designated above. When installing the external web server, you
must know the name of the SIRE remote server and the designated port to access it.

Recommended External Web Server Specifications
Processor: Dual Intel 2 GB processors
Memory: 2-4 GB

Storage Space: Minimum of 80 GB storage. We recommend a configuration with
RAID level 5 redundancies
Operating System: Windows Server 2003 Standard Edition Recommended
Other Required Software:
SIRE Web components (includes SIRE Web Applications and SIRE Web Services)
Internet Information Services with the following additional components:
                        ASP.NET & Front Page Extensions

Recommended Client Workstation Requirements
In order to implement the SIRE Solutions Suite, we recommend the following
specifications for client workstations:
Operating System: Windows 2000 or above recommended
Processor: Pentium III or higher recommended
Storage Space: 100 MB for programs only
Memory: 256 MB or more recommended
Web Browser: Internet Explorer 5.5 or higher required

2.5.9   RECOMMENDED SCANNER REQUIREMENTS

SIRE can support any scanner using industry standard Kofax, ISIS, or TWAIN
drivers, with seamless integration.

2.5.10   SOFTWARE REQUIREMENTS

SIRE only has minimal software requirements for other applications in order to
operate. As an example, Microsoft Excel, Word, and PowerPoint are required to
support SIRE PDF Services. In addition, Microsoft Visio is required for SIRE
Workflow applications.

a)   Does your product support load balancing, farming, and clustering?

Response:

Typically, these features are taken care of at the server level. As far as we know our
application will support these, but we do not currently have customers using it in this
way.

b)   Provide the entire architecture of your product with diagrams including application,
     security, integration, data, communication, network, and infrastructure.

Response:

SIRE has provided our .net Architecture diagram for the County's review.

c) Provide a copy of your product data dictionary and data model.

Response:

SIRE does not provide our data dictionary as part of a public RFP. SIRE will be willing to show the County our data model upon contract award or if selected as a finalist.

d) Describe any modifications to your solution required to support these geographically dispersed offices.

Response:

SIRE's solution is web based; therefore, no modifications are required to support the County's geographically dispersed offices. The County will be able to access the system from any Internet Explorer web browser.

e) Is the solution ODBC compliant? If so, provide examples.

Response:

SIRE is an open MS Windows solution using industry-standard networks and SQL databases. We understand that database engines should be non-proprietary and conform to industry standards for connectivity and integration. Fortunately, SIRE's open architecture allows it to be integrated with any of the County's existing non-proprietary or ODBC-compliant business systems. We have integrated with many of our existing clients' applications, which code is available to other clients without additional programming. We have current clients integrating our SIRE system with Windows SQL, ESRI's GIS, PeopleSoft, Oracle, and a variety of others. Integration with any other compatible applications can be done using the API toolkit or SIRE development services.

The ability for SIRE to integrate with legacy and 3rd party systems is one of our competitive advantages. Because SIRE's architecture complies with industry standards as outlined herein, SIRE has the ability to integrate with virtually any system.

f) Can the proposed solution be accessed efficiently across a T1 line?

Response:

Yes. Performance is directly affected by bandwidth with our solution or any other. The more bandwidth you have the better. However, you can certainly access our solution across any connection speed.

g) Can the proposed solution be accessed efficiently across a fractional T1 line?

Response:

Please refer to SIRE's response to questions f above.

2.6   SYSTEM PERFORMANCE AND AVAILABILITY

a) Provide detailed information regarding transaction response times of the proposed solution. Include in this response, the primary factors that impact transaction speed of the proposed solution.

Response:

Our architecture is a multi-tier architecture using .Net remoting. This architecture is extremely thin and fast. Primary factors affecting performance will be the ability of the application and database servers to handle requests and bandwidth.

b)   Explain which interfaces are most often the slowest for this solution and why.

Response:

Typically uploading files through the thin client (web browser) is the slowest. Much of this depends on file size, but uploading files to a web server typically takes a little more time than a standard request across the network.

c)   What is the estimated solution down-time annually for a client of this size?

Response:

No down time is required. We will work with you to coordinate updates so they are a minimal impact to your organization.

2.7   SYSTEM ADMINISTRATION

a)   List any additional responsibilities for the LAN Administrator and/or DBA required to support this application.

Response:

The only responsibility would pertain to backups of the SIRE database and SIRE data.

b)   How granular can the administration of the system be?

Response:

The security in SIRE is extremely granular. There are dozens of permissions that can be granted or denied for users and/or groups.

c)   Can the proposed solution be configured to support the requirement for a user password change every sixty (60) days?

Response:

SIRE can accommodate this request.

2.8   INTEGRATION/INTERFACES

a)   How does your product handle integration to other applications? What tools/technologies are used?

Response:

We handle integrations in a number of different ways at different locations. Some of these integrations include using the SIRE API, using the SIRE Web Services, using Command Line Parameters to the SIRE applications and using URL parameters to SIRE WebCenter. We have very few customers that don't have an integration between SIRE and other products. This is one of the strong points of SIRE.

b)   Do you support integration engines or ETL middle ware (i.e. MQSeries, Cloverleaf, NEON)?

Response:

These are not supported out of the box, but could easily be done with our API.

c) What product(s) does your application currently integrate with? Do you have plans for integration with additional products? If so, please list application(s) and expected time frame.

Response:

SIRE's ability to integrate with 3rd party applications is one of SIRE's competitive advantages. Below is a list of 3rd party applications with which SIRE has integrated in the past. Almost every installation of SIRE requires some kind of integration. SIRE integrates with other applications based on customer needs. As such, SIRE does not have a scheduled list of integrations to perform during 2007. However, SIRE has always been able to meet the integration requests given to us by our clients.

Accela Permits Plus – Command line parameters
KIVA – Command line parameters
Granicus – Web service calls
Caselle – They have used our API within their application
Tybera – Combination of web services and URL parameter calls
ESRI – URL parameters from ESRI to our web application
Autodesk – Both applications have been embedded into a web front end developed with Cold Fusion
Spillman – Screen scrape using OCR technology to locate corresponding documents in SIRE
Lotus Notes Email – Custom application to watch Lotus Notes Email then load and index email data into SIRE
Healthation (AcceleHealth) – XML document interchange
Banner – COLD processing interface
CICS Mainframe – Push data to the mainframe using third party tool and extract data from the mainframe using OCR screen scrape technology
Oracle Forms – URL parameters from Oracle forms to our web application
Simplifile – Document acceptance for storage in SIRE and returned via XML interchange.
JDE – Back end sync between JDE database and SIRE database determined by pre-defined criteria
Peoplesoft – Database sync between two products
Singer – Screen scrape using OCR technology to locate corresponding documents in SIRE
Facts – Screen scrape using OCR technology to locate corresponding documents in SIRE
Motorola InfoTrak – Screen scrape using OCR technology to locate corresponding documents in SIRE
Kodak Archive Writer – Batches of SIRE documents are pushed to the Archive Writer to be filmed (including locator blips). A SIRE index is updated for each document that was film to include the roll number and frame number where the file can be found.
CCI (Colorado Realware) – They've integrated with SIRE so users can pull up documents and view them from within their program

d) Does your solution provide interfaces to email systems? If so, list those that apply.

Response:

SIRE provides interfaces to both Microsoft Outlook and Lotus Notes release 5 or newer.

e) Does the vendor currently have clients whose implementation involves the seamless flow of information from a Budget Department to the Agenda? If so what software is used? What type of integration exists?

Response:

We have tied into some accounting systems such as MRI, Caselle and others. The integrations have been done utilizing the SIRE API and also scripting.

f) How does the vendor application integrate on an IIS platform.

Response:

The software is developed in .Net and runs on IIS utilizing web services and remoting. It can run IIS version 5 or higher.

g) What level of integration does your product have with the MS Office suite? What version(s) of MS Office do you support?

Response:

SIRE offers the Microsoft Plug-in that allows users to directly interface between Microsoft Outlook 2000 and higher, enabling the user to save documents directly into SIRE from the Microsoft application.

h) What audio and video applications does your product interface with? What is the level of integration for each?

Response:

SIRE offers an OEM with the audio and video applications developed by Granicus, Inc out of San Francisco, CA.

i) What EDMS, ECMS or ERMS (electronic document content or record management) systems does your software integrate with? What is the level of integration for each?

Response:

Although SIRE contains the ability to integrate with virtually any 3rd party system, we have not yet been asked to integrate with another EDMS, ECMS or ERMS system. However, SIRE had conducted feasibility studies on OnBase and has found that a data level integration should not present a challenge, depending on the willingness of OnBase to provide the appropriate XML handoff.

2.9 BUSINESS CONTINUITY; DISASTER RECOVERY; DATA BACKUP and RESTORE; ARCHIVE, RETENTION and DISPOSAL PRACTICES (MANDATORY)

Each Respondent's proposal must include a full description of and provide a detailed overview for:

2.9.1 Your current and proposed business continuity practices and approaches as they relate to the daily operation and possible interruptions of service (outages). This should include a description of your data configuration model and your redundancy capabilities (including but limited to: telecommunications, geographic isolation of the data centers). The response should include a graphical representation of process and location of backup data centers.

Response:

Option 1: Integrate the backups in with the existing backup strategy. There are 2 important areas that need to be considered when performing a backup.
The database needs to be backed up
The files need to be backed up
In the case of disaster then the application needs to be reinstalled, the database and the images need to be restored.

Option 2: Replicate the system to another server(s). The replication can be configured to be done periodically so that in case of a disaster the replicated system can be available instantly and the only data loss would be since the last replication was performed. The servers can be owned and managed by the County

Option 3: Take advantage of the services provided by SIRE and have the entire system replicated or used live from our datacenter. The replication is generally performed daily or the system can be offered as an ASP model.

Option 1 has been proposed as part of this RFP.

2.9.2   Your current and proposed data backup and restore practices. This should include an explanation of the standards, procedures, methods, cycles, turnover, retention periods and offsite capabilities.

Response:

Option 1
The Backup strategy consists of 3 steps:
Backup the SQL Database by using a maintenance plan in SQL Server
Backup the backup file to tape
Backup the files stored in the file spread

The Restore strategy consists of 3 steps:
Reinstall the application
Reinstall the database
Restore the SQL Database by using the restore feature in SQL Server
Restore the backup files from tape to the filespread

Option 2
Replicate the system to other server(s). In case of a disaster point to the other server

Option 3:
Replication to the SIRE Server. The system is also backed up to tape and with an offsite rotation schedule. This option uses the ASP Model.

2.9.3   Your current and proposed disaster recovery procedures and standards and how they will be implemented into the proposed system solution to cover any disruptions in service (outages) and minimize any downtime.

Response:

The disaster recovery procedures are to use the existing plan already implemented by the County or replicate the system to an offsite server (Like SIRE Technologies) and direct traffic to the redundant server in the case of a disaster.

2.9.4   Describe how you will meet the Federal, State and local Public Record Retention requirements for the effective and efficient archive, retention, and disposal of the electronic data that is entered, stored, handled, and/or distributed by your proposed solution.

Response:

The retention manager has been developed to meet Federal, State and local Public Record Retention requirements. Each document is assigned a retention schedule as it is added to the system and when if meets that retention an email is triggered indicating that the retention has been met. The list of documents is displayed and the decision to destroy the documents is made by someone with that charge. All documents are destroyed in such a manner that they cannot be brought back.

2.10   DETAILED PROJECT PLAN

**A DETAILED PROJECT PLAN HAS BEEN INCORPORATED HEREIN AS
EXHIBIT A-2**

2.11   SIRE PROJECT MANAGEMENT

*SIRE has implemented many large document management systems and an implementation plan
is specifically devised for each customer with the following objectives:*

*Agreed Solution
Agreed Implementation Schedule
Resource Allocation
Site Preparation Plan
Delivery and Installation Schedule
Development and Integration Process
System Acceptance Test
Training
Post Implementation Support
Maintenance*

*<u>Agreed Solution</u>
SIRE will agree to specific requirements of the hardware and software with the County prior to
the award of the contract. Some of the options which would not be financially sensitive would
be discussed at a kick-off meeting.*

*SIRE, upon award of the contract and as a matter of priority, would arrange a kick-off meeting
with the County. The meeting would be attended by SIRE's project manager and would be
supported by selected SIRE personnel appointed to the project team. SIRE hopes that all the
County's key personnel involved in the implementation of the system will be present.*

*The objective of the meeting would be to discuss all the alternatives available for the County's
use and the specific solution to be implemented. Examples of such alternatives would be
discussed and specifics would be considered within the agreed purchase specification and price.*

*<u>Agreed Implementation Schedule</u>
The second objective of the kick-off meeting would be to confirm the agreed schedule and at the
same time agree to the details of the schedule. At this meeting, details of the information
required by each party from the other would be discussed and an agreement would be reached
as to when each party would provide this information with the agreed schedule.*

*Subsequent to the meeting, a more detailed schedule would be prepared by SIRE and would be
discussed and monitored at the progress meetings which would be held once every week. These
meetings would take place at the County's offices or via conference call as appropriate.*

*Prior to each meeting, the SIRE project manager would issue a progress report which would
cover the schedule dates planned and schedule dates achieved. The reporting would cover not
only the progress made in relation to the software but also on the materials ordered, received,
and delivered.*

*The schedule would be a live document and proactively monitored with a view to resolving
problems before they impact the schedule. Any likely slippage in the schedule would be avoided
by additional resources where required. If the slippage was due to the availability of
information from the County, this would be made known to the key personnel in the project and
vigorously expedited. All schedule achievement problems would be clearly identified in the
progress report and the proposed solutions would also be discussed. Particular attention would
be paid to the dependencies among project tasks.*

Resource Allocation
Based on the agreed schedule, SIRE would prepare procurement and personnel plans to ensure that all components of the system are available in a timely manner to meet the required dates. The plan would allow time for materials to arrive where inspection and tests would be carried out on the equipment in accordance with SIRE's specific QA plan prepared for the project. Careful planning would be undertaken to provide necessary modifications and enhancements to software before the identified critical times.

Site Preparation Plan
Following contract execution, SIRE staff will visit the site with the County to determine detailed site preparation requirements. Items to be addressed include:

Adequacy of electrical service to site
Placement of hardware at the site
Control of noise levels (acoustic modifications)
Cabling of hardware

SIRE staff will use information gathered during the visit to prepare a site preparation plan. The plan will specify, at a detailed level, the activities to be completed to make the site ready for system installation. The plan will specify activities to be carried out by SIRE staff and activities to be carried out by the County's staff.

SIRE staff will submit the plan to the County for approval. Following the County's review and comment, SIRE will make any necessary modifications, resubmit the plan to the County and proceed with the site preparation responsibilities.

Delivery & Installation Schedule
Prior to contract execution, SIRE staff will review the hardware schedule with the County staff. The purpose of the review is to ensure that the County maximizes use of existing hardware and acquires only that hardware necessary to operate the SIRE Software with acceptable system response time.

The contract will include a final schedule of hardware to be acquired. Following contract execution, the County staff will order the hardware. Hardware will be delivered, configured and tested at the County's office. After sufficient testing and configuration, the SIRE project manager will sign-off on the system. The County staff will take responsibility for uncrating the hardware, placing it at the locations agreed to in the site preparation plan, connecting power supplies, and connection the various pieces of hardware to the County network so that they will function in the networked environment.

SIRE staff will once again test each piece of hardware within the system to ensure that it is processing system commands properly. SIRE staff will test the various software modules of the SIRE system on the hardware, and review programs files to ensure that all application programs are installed.

SIRE staff will load a sample of documents into the system. The sample documents will include approximately 100 pages. These files will be used by SIRE staff to test both the hardware devices and the various features of the SIRE system. SIRE staff will perform a complete system test of both the hardware and software before beginning system training.

Development & Integration Process
The base SIRE system has a proven design, considering all the above elements. If custom development and/or interfaces are needed the County SIRE uses the following methodology to implement the new functionality:

We do a full system survey of the system with which you want to integrate with SIRE.

We will also hold discovery and design meetings with qualified Client technical staff to determine the necessary and desired integration points and to determine the desired functionality of the integration.

A design will then be drawn up and revised with input from Client staff before any coding begins.

After approval of the final design, development work is begun and completed, and put through our quality assurance process.

Once basic functionality is tested satisfactorily, the new functionality is demonstrated to Client staff.

Upon approval, SIRE puts the new item(s) through the full QA process and it is installed on Client servers for acceptance testing.

System Acceptance Test
SIRE staff will develop a structured plan for testing of the various subsystems and the entire system for the County. It will identify critical system functions to be tested repeatedly and will include specific tests to be conducted. This function will be carried out under the direction of the project manager.

SIRE staff will deliver the plan and review it with appropriate County personnel. SIRE will submit a final draft of the plan to the County for written approval. This plan will take into account various phases of the project as identified in the implementation plan.

Following installation of the hardware and software and testing of the system by SIRE staff, SIRE will submit the entire system for acceptance testing by the County. The test should ensure that the system and the hardware and software meet all agreed-on functional requirements, security requirements, and performance requirements. The test will also ensure that the documentation and operational procedures are complete and accurate.

County staff will test the system in accordance with the system acceptance test plan and document all failures and discrepancies. SIRE will document all responses.

Post Implementation Support
Apart from the normal SIRE maintenance calls, a senior member of the SIRE management team would be assigned to visit the County on a regular basis. SIRE wishes to ensure a smooth working relationship with the users and the responsibility of the assigned member of the management team would be to iron out any small difficulties in using the system. The contacts will be continuous and will ensure that the County would be aware of the upgrades available and SIRE would be aware of any user difficulties.

2.12   CONVERSION PLAN

SIRE's software is equipped with an Extensible Markup Language (XML) Loader utility which can be utilized to automate the import of metadata and file attachments into the system as compound documents. The XML file utilized by the Loader contains the required metadata plus tags which point to attachment files stored on disk. The tags essentially define the path to the associated file attachment.

SIRE's solution provides for HTML or XML data conversions. SIRE has existing clients with integrations to the SIRE document management system which allow the client to gather information from specific areas of the different screens of their HTE applications and pass them to SIRE in order to automatically retrieve documents.

Files can also be input using electronic conversion of existing files and importation. One of the unique features in SIRE is our ability to drag-and-drop files right from Windows. This feature can be used at each client station without the need to engage the scan station.

The following tasks will be required before the actual migration can take place.

Inventory the various databases comprising all indexes and file cabinets. The inventory shall include the file cabinet names, nsf file names and locations, the database sizes in bytes, the database sizes in document counts.

Catalog the document and binder metadata for each file cabinet. The form names, subform names, and field names shall be identified in the catalog along with the field types (e.g., text, number, names, authors, rich text, keyword, date, etc).

A mapping correspondence shall be defined between the field names in the County's current system metadata catalog and the corresponding field names in the SIRE system.

Security definitions shall be defined as part of the mapping correspondence so that the proper reader, author, editor, and manager access levels can be migrated to the SIRE system.

The copied file cabinet databases shall be tested to ensure that we can access the form and subform design using XML Loader.

SIRE's import/export capabilities are as follows:

The system includes the ability to export to CD or DVD.

It allows authorized users to perform a mass export of groups of documents, such as in a research project.

SIRE does support server-based import of un-indexed objects into a workflow queue.

Files can be brought into the system individual or in groups directly from the desktop or from Windows Explorer using "drag and drop".

Documents can be imported and converted to PDF images in SIRE for viewing over the web.

E-mails can be imported with their associated attachments directly from any MAPI compliant e-mail application.

SIRE allows you to import objects either individually or as a batch.

SIRE allows you to import and manage virtually ANY electronic file type including but not limited to Word, Excel, PDF, JPEG, GIF, HTML, etc.

Capability to import documents from a contracted service bureau automatically into the proper folders and templates with a few mouse clicks.

Capability to access database tables for reports and import/export of index field information.

Capability to import files in their native formats within the system.

Capability to import files from Windows applications as images with OCR text.

Images can be printed and exported to ASCII text files, excel spreadsheets and html.

2.13   TRAINING PLAN

SIRE's implementation includes comprehensive training courses, written documentation, workbooks, and videos that will allow the County to learn at your own pace. SIRE software is not only easy to install, but easy to use as well. As a result, training requirements are much less intrusive and time consuming when compared to other document management systems. SIRE

provides on-site training at the County, and we can also provide additional training as requested, either on-site or here at our SIRE training facility in Salt Lake City, Utah.

In order to ensure the proper training of SIRE users and administrators, we recommend adherence to the following guidelines:

We recommend that at least two individuals be trained as SIRE Administrators.
We recommend not more than two people per workstation during training classes to ensure adequate levels of hands-on experience for each participant.
Class sizes for User courses are not to exceed 10 participants.
Class sizes for Administrator courses are not to exceed 4 participants.

Installing & Maintaining SIRE
Audience
SIRE Administrator
Server Administrator
Prerequisites
Knowledge of SQL Server or Oracle
Windows 2003 Server
IIS
Basic Windows Permissions
Course Description
This lesson will review the SIRE Server Specification, server installation and validation to help participants with their SIRE software installation. Participants will understand the system architecture and server components necessary for their SIRE installation. Other topics include SIRE services, client setups, upgrades, and database connections, as well as scanner installation and configuration. Participants will complete this course with a conceptual understanding of their imminent SIRE installation.
Resources & Documentation
 SIRE Server Specification
 Installing and Maintaining SIRE
Recommended Length
2 hours

SIRE Administrator I
Audience
SIRE Administrator
Department Leads
Prerequisites
Basic understanding of Windows
SIRE Cabinet Design

Course Description
This instructor-led course provides participants with a deep general understanding of SIRE Administrator – from the layout of the interface, over vault structure, indexes, and settings, all the way to reporting features, licensing, and security. This intensive course combines lecture, demonstration, and hands-on practice to cover all general aspects of SIRE Administrator.
Resources & Documentation
SIRE Administrator Reference Manual
Recommended Length
4 hours

SIRE Administrator II
Audience
SIRE Administrator
Department Leads
Prerequisites
SIRE Cabinet Design

Course Description
An advanced workshop to train participants on troubleshooting the software and provide answers to specific questions such as re-arranging the order of fields, removing cabinets after documents have been added, starting and stopping services, database indexes, and more.
Resources & Documentation
SIRE Administrator Reference Manual
Recommended Length
4 hours

SIRE Forms Administrator
Audience
SIRE Administrator
Department Administrator
Prerequisites
SIRE Administrator

Course Description
This course is designed to provide participants with an understanding of the administrative tasks involved with SIRE Forms. Course topics include the architecture of forms, creating forms with or without overlays, creating fields, and adding forms. The course also discusses how to publish forms and where to publish them, as well as the processes involved in viewing and submitting forms.
Resources & Documentation
SIRE Forms Administrator Reference Manual
Forms Walkthroughs
Recommended Length
8 hours

SIRE Forms
Audience
SIRE Administrator
User
Prerequisites
Basic understanding of Windows

Course Description
Introduction to using Forms and WebCenter. Includes hands-on training on filling out a form and retrieving completed forms.
Resources & Documentation
SIRE Forms Reference Manual
Standard Operating Procedures
Recommended Length
2 hours

SIRE WebCenter
Audience
SIRE Administrator
Department Leads
User
Prerequisites
Basic understanding of Windows

Course Description
Comprehensive overview of index searches and viewing options in SIRE WebCenter. Includes full text searching, printing, and emailing from PDF.
Resources & Documentation
Basic WebCenter Training
Common Problems and Questions
SIRE WebCenter Reference Manual

Recommended Length
1 hour

<u>*SIRE Agenda Plus Administrator*</u>
Audience
SIRE Administrator
Agenda Administrator
Prerequisites
Basic understanding of Windows

<u>*Course Description*</u>
This course is designed to introduce the administration portion of SIRE Agenda Plus within SIRE Administrator. Participants will understand the architecture and product components of Agenda Plus. They will learn how to create meeting templates, what tags are and how to use them in the creation of templates, the difference between draft and final templates, and how to set up various other templates. The course also covers the configuration and security settings of meetings, as well as minutes taking, voting, and workflow procedures.
Resources & Documentation
SIRE Agenda Plus Administrator Reference Manual
Agenda Walkthroughs
Recommended Length
4 hours

<u>*SIRE Agenda Plus II*</u>
Audience
SIRE Administrator
Agenda Plus Administrator
Prerequisites
SIRE Agenda Plus I

<u>*Course Description*</u>
This advanced course covers the details of working with meeting items. Combines demonstration and hands-on practice.
Resources & Documentation
SIRE Agenda Plus Reference Manual
Recommended Length
2 hours

<u>*SIRE Agenda Plus User*</u>
Audience
SIRE Administrator
User
Prerequisites
SIRE Agenda Plus I

<u>*Course Description*</u>
This advanced course covers the details of working with meeting items. Combines demonstration and hands-on practice.
Resources & Documentation
SIRE Agenda Plus Reference Manual
Recommended Length
2 hours

<u>*SIRE Workflow Administrator I*</u>
Audience
SIRE Administrator
Department Administrator
Prerequisites
Windows

VB Script desirable
Visio desirable

Course Description
Familiarizes SIRE Administrators with the structure and setup of Workflow. Detailed instruction on how to define a workflow and create roles.
Resources & Documentation
SIRE Workflow Administrator Reference Manual
Workflow Walkthroughs
Recommended Length
8 hours

SIRE Workflow Administrator II
Audience
SIRE Administrator
Department Administrator
Prerequisites
SIRE Workflow Administrator I

Course Description
Advanced Workflow training demonstrates the creation of a workflow and how to use it in your environment.
Resources & Documentation
SIRE Workflow Administrator Reference Manual
Workflow Walkthroughs
Recommended Length
8 hours

SIRE Workflow
Audience
User
Prerequisites
SIRE WebCenter

Course Description
Introduction to the use of Workflow from an end user perspective.
Resources & Documentation
SIRE Workflow Reference Manual
Recommended Length
2 hour

SIRE Train-the-Trainer
Audience
SIRE Administrator
Department Administrator
Prerequisites
Basic understanding of Windows

Course Description
Discusses best practices for SIRE Training and answers the most common questions and problems experienced by end users.
Resources & Documentation
Common Problems and Questions
Resources for Trainers
Recommended Length
2 hours

Live Meeting Minutes Training
Audience

SIRE Administrator
Department Leads
Users
Prerequisites
Basic understanding of Windows

<u>*Course Description*</u>
Includes minutes, voting, motion, notes, speakers, roll call, etc..
Recommended Length
3 hours

2.14   SYSTEM INTEGRATION

FROM SECTION 2.2.8.1 of original RFP

2.14.1   Key Areas of Integration

Key areas of system integration required by the County are listed in the sections below:

- **Public Website –** The proposed solution must possess the ability to integrate effectively with the Clerk of the Board's Office website. Vendors may satisfy this need through the creation of a data-mart which services the website; the creation of an .api; or a suitable alternative.

- **Managing for Results Solution –** The MFR solution is designed to capture metrics associated with the performance of each department. The County is planning to implement a new MFR system in the first quarter of 2007. The County desires integration between the Agenda Management solution and the Managing for Results solution. (Intent is Microsoft ProClarity)

The solution will be a windows based Microsoft Site Application.

- **Budget Solution –** The County has implemented COGNOS software as a Budget solution. The County desires integration between the Agenda Management solution and COGNOS.

- **Finance Solution –** The County has implemented AMS' Advantage software as a Finance solution. The County desires integration between the Agenda Management solution and Advantage.

- **Grants** Management **Solution –** The County has implemented AMS' Advantage software as a Grants Management solution. The County desires integration between the Agenda Management solution and Advantage.

- **Learning Management Solution –** The County has implemented Pathlore's Sun Total software as a Learning Management solution. The County desires integration between the Agenda Management solution and Sun Total.

- **Document Management Solution-** The proposed solution must seamlessly integrate with an Electronic Document Management solution. The County Standard for document management is OnBase from Hyland Software. It is <u>required</u> that the proposed solution integrate with OnBase.

- **Human Resources Solution –** The County has implemented PeopleSoft for the management of Human Resources related information. The County desires integration between the Agenda Management solution and PeopleSoft.

▪ **Assessor** Solution – The Office of the Assessor is currently in the process of selecting a new software solution. It is estimated that the solution will be selected by Q1 2007.

Integration with this Solution will not be required until 2008 and will be addressed via a formal change order or additional Scope at time most applicable. It is not required to address this integration in your Proposal at this time.

▪ **GIS** Solution – The GIS solution utilized by the County is based on the ESRI product family. Future integration with GIS is considered to be desirable.

The Agenda Plus solution has built in capabilities to integrate with other applications and retrieve or verify information. We have provided VB Scripting capabilities at several points in our applications where this can be done. We believe that some of these, if not all of the interfaces (Outlined in Section 2.2.8 of the County's RFP) can be done using these scripting capabilities. If we can not perform integration in this matter, we would complete the integrations programmatically. Because of the response we received from the County in the Q&A phase of this process, we believe that the time we have quoted for each integration will be sufficient for us to analyze, program, test and implement the requested integrations

2.15   PERFORMANCE STANDARDS

Moderate Transactions:
Provide baseline response times for a transaction that meets the above moderate transaction criteria.

Moderate Transaction	25-75% Load Times	76-98% Load Times
	00.0000 Seconds (Mean) 00.0000 Seconds (Max)	00.0000 Seconds (Mean) 00.0000 Seconds (Max)

Response:
SIRE has not calculated our performance to this level of detail. However, we constantly monitor performance internally and at customer sites with more than 1,000 concurrent users. We consistently see excellent performance with our application even during peak usage.

Complex Transactions:
Provide baseline response times for a transaction that meets the above complex transaction criteria.

Complex Transaction	25-75% Load Times	76-98% Load Times
	00.0000 Seconds (Mean) 00.0000 Seconds (Max)	00.0000 Seconds (Mean) 00.0000 Seconds (Max)

Response:
SIRE has not calculated our performance to this level of detail. However, we constantly monitor performance internally and at customer sites with more than 1,000 concurrent users. We consistently see excellent performance with our application even during peak usage.

3.0   ADDITIONAL CLARIFICATIONS

Should there be a conflict between clarifications listed below and Scope of Work Terms and Conditions listed in section 2.0 Scope of Work above, the clarifications in Section 3.0 Additional Clarifications shall take precedence.

1. **Describe the functionality of the Boards and Commissions Appointment module that they are adding in May.**

The "Boards and Commissions" application is a new application that will be able to track all Boards, Commissions, Committees and Councils. It will allow you to create these different bodies in the system and then track the membership of each of these entities. It will allow you to add the members to each body and track there personal information, such as name, address, e-mail, phone, etc. and then to track which of the different bodies they are members of and their appointment dates and terms. It will also allow you to track applicants to the different bodies. It will also feed into the agendas of these different bodies for voting and roll call purposes. You will have the ability to run reports against this module to obtain different types of information.

2. **Did the updated Granicus quote with the touch screen voting system, also include the pricing for a display system that the public can see – to see who voted on what (I've seen them on the wall in some chambers, or perhaps it displays on the big screens in the Board rooms. This has been requested by one of the Supervisors, so I want to ensure that public viewing of this in the Boardroom is included somehow.**

Yes, the best and final proposal that we have just delivered does include the public Display software. It also includes the hardware needed to run the application on it, in this case we will be using the outcast encoder for the public display server. Our thought was that we could install the outcast encoder in the rack that is in the Board chambers as long as we provide you with an outcast encoder server that has two video cards in it, having the meeting server, outcast encoder and public display applications on this server will be just fine. Please note that we have not provided pricing for the video cables or the video display units, when visiting the board chambers we noticed that plasma screens were already in place and our hope is that we can leverage this existing equipment.

3. **Is there any current or future functionality related to Integration with Active Directory for security?**

The Active Directory integration is scheduled to be released in the fall of 2007. It will tie in the Groups and Users from Active Directory into the SIRE products. This will be a full integration to active directory at that time.

4. **Does the solution provide for Automatic Failover of any tier within Sire application (Web, Application, Database/EDMS)?**

The SIRE application does not have automatic fail over built into it. There are components of the application that can have automatic failover through hardware such as clustering.

5. **Does the solution provide the ability for anyone with super privileges to get in and mess with data files and create orphan data?**

   a.   We have built in security to prevent users from accessing those parts of the application and database that are meant to be secure. However if you give users **administrative rights** and administrative rights to the application server or the database those people could access critical parts of the system and do things that would be harmful to the application and the stored data. Even SIRE Administrators can not get to the Database or the File structure if you do not give them administrative access to those servers.

   b.   For Granicus, no.

6. **Please define clearly County's duties versus SIRE's responsibilities for connection, for security, for support, for implementation and for ongoing operations. What is their responsibility is in case they have a breach and/or for an outage in their technology environment?**

a.   SIRE Responsibilities
  i.   Provide a Project Manager
    1.   Create a final Project Plan and a Final Timeline
    2.   Provide and participate in weekly status meetings via phone
    3.   Make sure that the project moves on schedule and if not to determine why it is not and take corrective action
  ii.   Provide information to Maricopa IT staff on how to configure network components to work with SIRE such as Application and Network servers.
  iii.   Provide Installation services to install all components of the system and configure same.
  iv.   Provide training for Core Group of Users and Administrators from Maricopa County
  v.   Provide a system engineer to help meet Maricopa's special needs and to provide system design and to help with system configuration
  vi.   SIRE Technologies Personnel will setup security as defined by Maricopa County on the SIRE system
  vii.   If there is a breach of the SIRE system or an outage in our technology we will provide the appropriate support personnel via phone support to assist Maricopa technology personnel in correcting the problem and if the problem is such that it requires a software patch or repair SIRE technologies will provide that in the quickest method possible.

b.   Maricopa's Responsibilities
  i.   Provide a Project Manager to interface with SIRE's Project Manager and staff
  ii.   Provide System Administrators to participate in the Installation and Implementation and to participate in System Administration training and for administering the system after acceptance testing is complete
  iii.   Provide the Hardware as outlined in the response to this RFP that meets the specs as outlined in our response to this RFP
  iv.   Network personnel to install and configure new hardware and to provide connection to the internet
  v.   Maricopa will need to define Security (Users, Groups, etc.) so that SIRE personnel can setup that security.
  vi.   Web personnel to assist in web design and architecture of public web pages
  vii.   Database personnel to assist with the installation and creation of the database and for familiarization on SIRE Database components

7.   **Can we configure on our side – a server within the DMZ and one server behind the DMZ (outside the DMZ)?**

a.   Yes. You can configure the SIRE Web Services to work within the DMZ and on the outside.
b.   Does this apply to Granicus? If so, which server are you talking about? The Outcast encoder, the MediaVault, or the StreamReplicator?

8.   **For SIRE and Granicus – how can we lock down table and file access by anyone including system admins?**

a.   SIRE Administrators do not have to have access to the database or the application servers or the file structure. SIRE gives you the ability to give rights to network administrators and to database administrators without giving that access to the SIRE Administrators.

b.   Within the Granicus application, users (including system administrators) do not have access to the Granicus database. If the mention of the work "file" above is referring to files such as windows media files, minutes documents, agenda documents, staff reports, etc. Then the answer is as follows: We have included the MediaManager Enterprise license in the final proposal, MediaManager Enterprise access gives you the following functionality,

MediaManager™ - Enterprise Access

- *User/Group Administration* provides clients with the tools to set login and registration requirements and create new user accounts. Tools are also provided to manage and utilize the account information for registered users and export valid e-mail addresses into a quick mailing list. Most importantly, the group management tools allow you to categorize your media library, automatically limiting a users access to those clips that you specifically made available to them. By creating group administrators who control certain clips and managing users accounts, you can distribute the responsibility of managing your media library.

- *Access Control* – Access control for content and groups of content allows you to define exactly who can access what content and from where. Access control can be based on IP address, username/password or both.

9. **Provide details on their API's. Send us technical documentation on API's, the how to's, and provide some examples with documentation of other customers who have used API's to share SIRE or Granicus data with other applications (either other enterprise applications or SIRE EDMS to other vendor EDMS systems. The interface to ONBASE needs some more detail so one of the requests would be for SIRE to send us some technical papers on their API's and maybe even some customer examples where they have built an interface to another system to exchange data, database data, documents, images, etc. with SIRE.**

   a. There are a number of ways that applications can be integrated with SIRE including API's, Web Services, application command line parameters, and web application URL parameters. The SIRE API's are very extensive and include server, client and web service layers. This gives SIRE the ability to integrate with ANY application regardless of development platform. Because SIRE has an open architecture there is also the ability to integrate at a database level using triggers and/or stored procedures.

   b. Approximately 75% of SIRE customers have integrations with another system. These include but are not limited to accounting systems, tax systems, permitting applications, GIS applications, records management systems and more. These integrations all vary depending on the architecture of the third party application and the customers desired functionality. Commonly data is transferred through API's, Web Services, database triggers and even import/export processes. Data can easily be transferred between systems in real time or on a scheduled interval.

   c. In order for us to define the ONBASE Integration we need to have more information from Maricopa as to when they want this to occur and what capabilities they want in this integration. We would expect to use our API and the ONBASE API to create this integration and we would expect Maricopa to provide the ONBASE API for us to use. We would also expect Maricopa to provide their ONBASES administrator or similar to assist in configuring this integration. As per your request here is a partial list of clients that we have done integrations for and the applications that we have integrated to;

      i.   Intuits MRI Financial Package
      ii. J D Edwards Financial Package
      iii. Oracle Financials
      iv. Spillman Records Management System
      v.   Accela's Permits Plus for
           1. Osceola County Florida
           2. City of Tucson Arizona

3.   Maricopa County Arizona
vi.   Accela's Kiva for the City of Phoenix
vii.   Tiburon Records Management
viii.   Realware Property Management Application for Assessors
ix.   HTE Government applications to several different modules
x.   ESRI for several clients
xi.   Casselle Government Accounting and Court System
xii.   Arizona Court of Appeals Court Case Management System
xiii.   We have integrated to a number EDMS systems where we have pulled the meta data or database information and the images from one system into ours and this included converting proprietary files to industry standard files.

d.   SIRE Technologies would be happy to provide API information however we cannot provide this as part of the public record.

e.   Granicus would be happy to provide this information however we cannot provide this as part of the public record.

10. **Please provide a list of ports and protocols that we would need to allow through our perimeter firewall.**

a.   For SIRE Technologies: The SIRE Web Applications communicates with the SIRE Application Server over a single configurable port using TCP. Each customer can select the port they would like these two boxes to communicate through. We have provided a diagram below that has all of the ports and protocols on it. For Granicus Inbound port 8080, Outbound port 80,443,777 and 21

11. **Rather than have the voting machines contact our DMZ server directly, does the system allow for a secondary server to be placed in the internal network. The secondary server could proxy requests to the DMZ server, thus requiring us to only allow the DMZ server to communicate with one internal machine?**

a.   The only requirement is the voting member machines can communicate to the meeting server on port 6969. Many of our clients have installed the meeting server application on a separate server. If this is a desired configuration the county should budget for an additional $2,842.

12. **Do you provide your customers right to audit? If not, what 3rd party security assessments are performed on your systems? Please also provide the frequency of assessment, who performs the assessments, and how the results are made available to your customers.**

a.   We have never had a customer that asked to audit our security though we have been asked to allow a third party to perform procedural audits. We allowed that in the past and we would be willing to allow Maricopa to conduct a security audit.

13. **Do you require (or allow as an option) QoS for the multimedia streams?**

a.   Yes, however the county would need to configure their network to allow for this functionality.

14. **What type of authentication is used between the local server and the remote server?**

a.   The Meeting Server communicates with our hosted MediaManager application via application layer authentication, and MediaManager will only accept application requested from known client Meeting Servers.

15. **How are OS patches tested for servers running your software? Do you verify the functionality of patches before asking us to apply them? If so, how is the status of each patch communicated?**

   a. For SIRE: We do internal testing at our offices of all patches and then we wait for our customers to contact us before they apply a patch to determine if it has been tested or not. We have never had an OS patch that has caused a problem for our applications.

   b. All operating system and patches are qualified by our Quality Control Team. Since we use the Microsoft .NET Framework for our client and service applications, our software is protected by a runtime "software interface" that runs independent of the effects of other software and software patches. Granicus' support team will communicate via email when it is necessary to involve County staff in upgrade procedures. We normally apply the patches to Granicus services ourselves since we are paid to provide managed services to our equipment.

16. **Please provide additional details of the May and Oct releases as far as what functionality, features, or bug fixes, etc are to be included in each. Also any additional information regarding:**

   a. Office 2007
      i. To be released in October
      ii. Ability to save directly from Office applications to SIRE EDMS
      iii. Creating an Integration directly to Outlook for e-mail management
   b. Visio 2007
      i. Workflow Administration will be built directly into Visio 2007
      ii. Increased interactive capabilities with diagram objects
      iii. Increased capabilities with status viewing
   c. LDAP integration – pull group and individual security data, Sire gets network address
      i. We are attempting to release the LDAP integration with the Active Directory release in the fall.
   d. Disaster Recovery – Will have replication services
      i. This is already completed and released and installed for some users
   e. SharePoint 2007 support – connection with; will have file sharing, viewing; add-in for objects;
      i. Integration with Sharepoint is scheduled for release in fall of 2007
      ii. All of the above will be available
   f. Copy/Paste into form retaining original format in May release
      This is complete and will be in the May release

3.1 **ADDITIONAL SCOPE OF WORK REVISIONS**

We have no additions or changes to make to the scope of work. We have reviewed this project numerous times and obviously spent significant time with Maricopa personnel in discussing the County's needs and I believe that we can meet the needs of the county at the cost that has been quoted. This is a fixed price quote as requested by Maricopa County and we at SIRE Technologies and Granicus are ready and willing to provide the quoted products and services should Maricopa county award this project to us.

EXHIBIT B-1

J:\06\Contracts\
06123\06123-Exhibit

EXHIBIT B-2
Agenda Management System
Functionality Requirements

Scope of Work Components

Disclaimer: This document contains many functions and features of the Agenda Management System for the Maricopa County Clerk of the Board's Office and incorporates business rules. However, this document may not include all features and functions required by the Maricopa County Clerk of the Board's Office, as this document is typically generated through the discovery process.

1.0	Agenda Item Creation – General
2.0	Agenda Item Creation – Use of Templates
3.0	Agenda Item Creation – Executive Agenda Items
4.0	Workflows – Pre-Route Review
5.0	Workflows – Department Head/Chief Officer Review
6.0	Workflows – Clerk of the Board Routing
7.0	Workflows – Reviewing Department
8.0	Agenda Creation in COB Office
9.0	Document Processing/Board Decision
10.0	Minutes Creation
11.0	Meeting Scheduling
12.0	Posting Notices
13.0	Search/Reports
14.0	Web Access
15.0	Administration

1.0   Agenda Item Creation – General

1.1   Features

1. Word functionality, such as spell check, copy/cut and paste, from Word document, legacy item, or another agenda item.
2. Grammar check
3. Use of special characters
4. Undo
5. Standard text formatting (bold, italics, underline)
6. Save changes at any time.
7. Auto-save functionality for time-outs or crashes.
8. MFR and Financial Impact on same e-form as agenda item.
9. Financial impact fields do not appear if user marks "No" to question: "Is there a financial impact?"
10. Financial Impact fields must include: FY (drop down list) Budgeted: (Yes/No) – drop down list; Fund; Agency Number; Orgn #; Object; Sub-Object; $ Amount; Reporting Category.
11. Ability to input information that is department-specific and able to verify data through an API to the financial management software program.
12. For contracts, question is asked "Is the contract funded by a grant?" If yes, the system prompts the user to enter the Maricopa County grant C#. This is a required field.
13. System asks user "Is attachment required?" Then system asks user "Is document attached?" This is a required field, however, the user may proceed with approval and routing process. The COB office can generate a report that shows which agenda items require an attachment and do not have an attachment attached.
14. Can create tables or copy/cut and paste tables.
15. MFR is added via a drop down box and is specific to department. Ability to input information that is department-specific and able to verify data through an API to the MFR software program.
16. Auto-fill fields based on log-in include name, department, phone numbers
17. Ability to modify the value in auto-fill fields.
18. Ability to modify field names and add new fields.

19. Error message if required fields are not completed. Error messages are easy to understand.
20. Ability to specify required fields.
21. Ability to specify system generated, read only fields
22. Help tools can be modified/added to in order to address common mistakes or questions.
23. Three forms for the user to choose from: New Agenda Item, Amended Agenda Item, and Executive Agenda Item.
24. Informal Agenda presentation items must include fields for length of presentation, and presenters names and titles
25. Originating department, COB and legal can edit, redact attachments.
26. Financial impact can be integrated with county system.
27. Standard numbering system is used (CXX-XX-XXX-X-XX)
    - C: Open Agenda Item
    - XX: Department
    - XX: Fiscal Year
    - XXX: Sequence Number
    - X: Type of Agenda Item
    - XX: Original or amended sequence item

    The numbering system is still under review and may change based on business rules.
28. Numbering system is automatically assigned.
29. Agenda items can have amendments/administrative corrections (after Board approval) and the appropriate numbering extension is assigned.
30. Ability to amend a legacy agenda item.
31. ZZ numbers can reserve subsequent numbers. The system asks the user how many numbers to reserve and then reserves those numbers.
32. The ZZ numbers have fields for contractor name and dollar amount.
33. The originating department can complete ZZ fields at the time of origination. The COB office can complete ZZ fields at any time (also after BOS approval).
34. Fields have sufficient space to enter data, including financial impact section.
35. Originating department can request meeting type and meeting date. COB can override and send explanation to originating department.
36. Originating department specifies placement of the agenda item on the agenda. COB office can override.
37. Attachments can be coded as confidential and not accessible via the web. Confidential attachments require permissions to view.
38. Originating department can withdraw agenda item at any time. A notification is sent to the COB office when an item is withdrawn.
39. Required field includes the Board type.
40. Ability for two departments to submit related agenda items concurrently and have them linked within the system.
41. Multiple attachments can be added to a single agenda item.
42. Pages can be added to a document attachment without requiring the entire document to be re-scanned.
43. Items that are rejected/recalled maintain the same meeting date, meeting type and title, unless specifically changed by the originating department or COB office.
44. The originating department assigns a title to the agenda item and the title appears on all screens. The COB office can amend the title.
45. Flood Control District, Transportation, and Kennel Permits, all require a field "Supervisorial District".
46. If hearing is selected as "Agenda Activity", then the system should require a field entitled, "Date of Hearing".
47. Ability for the COB Office to add ad-hoc agenda items to the agenda without requiring approval from departments.
48. Ability for COB office to edit an agenda item without item being rejected (e.g., adding ADM numbers)
49. The following fields are required for each agenda item:
    - Agenda Activity (Action, Public Hearing, Presentation only or Action and Presentation) as a drop down list
    - Department (auto-filled)
    - Constellation (auto-filled)
    - Contact Name and Phone Number (auto-filled)
    - Return to and Phone Number

- System Generated Agenda Number
- Complete description (free form entry)
- Action Requested (may be free form entry, auto-fill template, or created by checklist)

1.2   Functionality

1. Attachments can be added by the originating department or the COB office at any time during the review/approval process. When attachments are added, approvals are erased. This can be overridden by the COB office.
2. Originating department is the only department that can accept changes. COB office has override capabilities. Previous revisions with highlighted copies are retained through the review process so reviewers can easily review previous versions.
3. Any change to the agenda or attachment negates the ability to approve the item. The item must be rejected. COB office can override.
4. Only legal and originating department can modify attachments. Any modifications to attachments that occur after electronic signature has been applied, negates the signature. COB office can override.
5. Edits can be made by originating department, department head, chief officer, reviewing departments, County Manager.
6. The E-form is the first document attachment to the agenda item.
7. Easy navigation between screens.
8. When the agenda item is rejected or recalled, the agenda date should not change even if resubmission date is beyond deadline. The COB office can override the agenda date on resubmissions. Originating department has the ability to change the agenda date to a later date when re-submitting agenda item, if necessary.
9. The COB office can override meeting date selected by the originating department.
10. If the agenda item is created by originating department within the deadline schedule but the department head/chief officer does not apply approval within the deadline schedule, the system automatically re-schedules the item for the next schedule meeting type. A notification goes to the originating department.
11. A warning is included with agenda item notifying department head/chief officer of deadline.
12. Originating department can recall agenda item at any time during the process.
13. Edits made after chief officer approval are easily identifiable. When item is re-submitted, the edits are still identifiable so reviewers can easily determine what was changed.
14. Agenda item can only be viewed by originating department until department head approval has been applied.
15. Multiple agenda items can be linked as amendments are written and can be viewed simultaneously.
16. More than one amendment may be submitted to the same original agenda item simultaneously, with COB approval only. (Or an amendment can be submitted prior to the Board approval of the original agenda item, with COB approval only.)
17. Attachment naming is flexible and attachment names can be modified by the COB.
18. The "Agenda Activity" specified will also impact the placement of the agenda item on the agenda, based on the template.

2.0   Agenda Item Creation – Use of Templates

2.1   Features
1. Create the following agenda item templates (not an exhaustive list):
   - Agreement (IGA, Agreement, MOU, Contract) – Financial
   - Amendment to Agreement (IGA, Agreement, Contract) – Financial
   - Agreement (IGA, Agreement, MOU, Contract) – Non-Financial
   - Amendment to Agreement (IGA, Agreement, MOU, Contract) – Non-Financial
   - Multiple Agreements (ZZ)
   - Lease
   - Lease Amendment
   - Settlement (lawsuit, claim)
   - Contingency Funding
   - Grant Acceptance
   - Grant Acceptance – Amendment

- Grant Application and Acceptance
- Grant Application and Acceptance – Multiple Grants
- Additions to Fleet
- Vehicle Exemptions
- Continuation of Vehicle Exemptions
- Amendment to Five-Year CIP
- Addition of Project and Amendment to Five-Year CIP
- Appointments
- Receipt of Donation
- Change Orders

2. Create department-specific templates
   - Consent Agenda Items
   - Planning & Zoning – Setting of Hearings
   - Planning and Zoning – Cases
   - Bid and Award
   - Kennel Permit or Kennel Permit Renewal
   - New Hope Program
   - Liquor License Applications
   - Bid Serials
3. Templates with drop-down boxes.
4. Ability to create own templates with auto-fill to corresponding sentences
5. Ability to modify templates
6. Template language is completed in "real time" on the same screen as the inputs occur. The user can modify inputs to ensure sentence structure is appropriate.
7. Required fields must be completed before item can be submitted.
8. Help tools to assist users on completing fields.
9. Ability to create agenda item using a checklist of selected language.
10. All features and functionality listed under Agenda Creation – General applies to template-created agenda items.

2.2   Functionality

1. Language from template is dropped into sentences/paragraphs to form the agenda item.
2. When items from checklist are selected, data entry fields are made available. Language from checklist and data entry fields are used to create agenda items.

3.0   Agenda Item Creation – Executive Agenda Items

3.1   Features

1. Required fields include: urgency (drop-down box with choices of high, medium, low); length of discussion; legal reason; name of case; type of case; short background statement; attendees names and titles; and Deputy County Attorney making request.
2. Field for open meeting language.
3. Open meeting language must include this sentence: This item was discussed in Executive Session on (auto-fill date).
4. Ability to link Executive Session item with related Open Session item.
5. The following fields must appear on the executive agenda: Legal reason; name of case; and attendee names and titles.
6. Legal Reasons include:
   - Personnel matters – promotion, demotion, salary, etc. – §ARS 38-431.03(A)(1)
   - Records or information exempt by law from public disclosure – §ARS 38-431.03(A)(2)
   - Legal advice – §ARS 38-431.03(A)(3)
   - Pending or contemplated litigation – §ARS 38-431.03(A)(4)
   - Contracts subject to negotiation – §ARS 38-431.03(A)(4)
   - Settlement discussions conducted in order to avoid or resolve litigation – §ARS 38-431.03(A)(4)
   - Personnel matters dealing with employee organizations – §ARS 38-431.03(A)(5)

- International and interstate negotiation – §ARS 38-431.03(A)(6)
- Purchase, sale or lease of real property – §ARS 38-431.03(A)(7)

6. If "Legal advice – §ARS 38-431.03(A)(3)" is selected, then a description regarding the kind of advice is required (e.g., contract, copyright, OSHA)
7. If "Pending or contemplated litigation – §ARS 38-431.03(A)(4)" is selected, then the case number and name of parties is required.
8. Confidential Fields include: type of case and short background statement.
9. Select meeting date for Executive Session and Open Session. This may be the same date for both; or different dates for each.
10. Ask question: "Is there a corresponding open meeting item to be submitted at this time?"
11. Open meeting items submitted at a later date need to link to Executive Session item.
12. Open meeting portion may be flagged as confidential. Flag may be removed at a later date by the County Attorney's Office or COB Office.
13. Executive Session Attachments must be flagged as confidential.
14. The Open meeting portion attachments may be flagged as confidential. Flag may be removed at a later date by the County Attorney's Office or COB Office.
15. The numbering system for executive agenda items is (EXX-XX-XXX-X-XX). The numbering system is under review and may change based on business rules. An agenda item with both an open portion and an executive portion will have two separate numbers.
16. The open portion of the item requires MFR and financial impact information.
17. The Executive Agenda Portion of the item does not require MFR and financial impact information.
18. The following fields are required for each Executive agenda item:
    - Department (auto-filled)
    - System Generated Agenda Number
    - Contact Name and Phone Number (auto-filled)
19. The following additional fields are required if there is a corresponding open session item:
    - Agenda Activity (Action, Presentation only or Action and Presentation) as a drop down list
    - Department (auto-filled) – may be different from Executive portion of item
    - Constellation (auto-filled)
    - Contact Name and Phone Number (auto-filled) – may be different from Executive portion of item
    - Return to and Phone Number
20. Executive item attachments and confidential fields are searchable only by the County Attorney's Office and the COB office.
21. Open session portion of the agenda item and attachments are searchable, unless marked confidential.
22. Executive session items that are re-heard by the Board are classified as "amendments" and are linked to the original hearing date.
23. Required field includes the Board type.

3.2   Functionality

1. Only Deputy County Attorneys and COB staff can request Executive Session Items
2. Provide for functionality where open meeting language is included in Executive Session request and moves to open meeting when indicated by COB office.
3. Executive Session requests may only be viewed by the County Attorney's Office and the COB office. The open portion of the agenda item may be viewed the same as any other open meeting item, unless flagged as confidential.
4. Executive Agenda Items are not routed for approval.
5. The open portion of the Executive Agenda item is routed for approval.
6. Confidential fields may only be viewed by the County Attorney's Office and the COB Office.
7. Use drop-down fields for urgency.
8. Use a check list for Legal Reason. More than one reason may be marked.
9. COB Office or County Attorney's Office may edit executive agenda item language.
10. All normal workflow procedures (review, edits, email notification, etc.) apply to open meeting portion of agenda item.
11. The open portion of the agenda item may be entered by a department other than the County Attorney's office. The functionality to allow for this, is required.

4.0   **Workflows – Pre-Route Review**

4.1   **Features**

1. Agenda item is created using the requirements outlined in Agenda Item Creation – General; and Agenda Item Creation – Templates sections of this document.
2. Originating department selects whether agenda item is for Pre-Route Review or Formal Review.
3. Pre-Route Review is optional.
4. Originating department may recall item during Pre-Route Review.
5. Originating department selects department or specific individual to receive agenda item for review.
6. Originating department selects whether review is concurrent or asynchronous. If asynchronous is selected, the originating department selects the order of the review.
7. Required Field: "Requested Review Completion Date:"
8. Pre-Route Review is completed prior to Department Head/Chief Officer review.
9. Only the originating department may accept edits.
10. Edits may be made to agenda item and/or attachments.
11. CXX-XX-XXX-X-X is not assigned until item is submitted for Formal Review.

4.2   **Functionality**

1. Departments may select the number of individuals requiring pre-route review access. This may be different than the number of individuals that are able to submit items for formal routing and review, or it may be the same person.
2. If Pre-Route Review is selected, the agenda item may be submitted without all required fields completed.
3. Review does not allow for approval or rejection. Review is for comment only.
4. Reviewers have the capability of view each other's comments.
5. Edits are highlighted/tracked for originating department to view.
6. Email notification is sent to reviewing departments to notify reviewers of review.
7. Email notification is sent to originating department when each reviewer's review is complete.
8. Email notification includes link to Pre-Route Review agenda item.
9. Only the originating department (input personnel, department head and chief officer) and reviewing departments may view or search agenda item.
10. Accepted changes become part of the final document and are not tracked once the agenda item is entered in the agenda management system for "Formal Review".
11. Reviewer notes are retained by the reviewer for future reference.
12. If pre-route review agenda item is linked to another agenda item, reviewer can view all related agenda items.
13. Email notification is sent to originating department if review is not completed by close of business on "Requested Review Completion Date".
14. If requested reviewer is not available, the system will prompt the originating department whether the agenda item should be forwarded to the delegated reviewer or returned to the originating department.
15. After each reviewing department comments are complete, the reviewing department selects "send" and the comments are forwarded to the originating department.
16. Originating department may select the meeting date and type at the Pre-Route Review process. However, when the item is ready for the Formal Review, the date and type are re-evaluated to determine whether they are still within required parameters.

5.0   **Workflows – Department Head/Chief Officer Review**

5.1   **Features**

1. Agenda item may have gone through Pre-Route Agenda Review; but is not required.
2. Confirm date and meeting type are within parameters.
3. Complete agenda item creation using the requirements outlined in Agenda Item Creation – General; and Agenda Item Creation – Templates sections of this document.
4. System assigns CXX-XX-XXX-X-XX number.
5. All required fields must be completed prior to submission for Department Head review.
6. Agenda Item Coordinator submits agenda item to Department Head for review.

7. Department Head and Chief Officer reviews include: Approve, reject, or withdraw.
8. The system automatically routes agenda items based on key words within the agenda item. The COB office can amend the routing, as needed. Routing changes require an explanation. If the routing is amended, an email notification is sent to the originating department. All reviews are concurrent.
9. After Department Head "approval" is applied, the item can be viewed by all departments, unless the item is confidential.
10. Delegates within the office can be established to cover for backup, time-off, and to balance workload.

5.2   Functionality

1. If item went through Pre-Route Agenda Review, the staff person that created the item for Pre-Route Agenda Review submits the item to the Agenda Input person within their department (referred to Agenda Item Coordinator).
2. Agenda Item Coordinator completes all remaining required fields and completes a quality control review on the agenda item.
3. Multiple agenda items may be submitted to the Department Head and Chief Officer in batch.
4. Attachments may be added prior to or after the Department Head or Chief Officer reviews.
5. When the agenda item is forwarded to the Department Head for review, an email message is sent to the Department Head indicating Department Head Review is required. The email notification includes the deadline dates and a link to the agenda item.
6. The Department Head and Chief Officer may be the same person. If this is the case, only one review is necessary. The review results are applied to the Department Head and Chief Officer reviews.
7. If the Department Head approves the agenda item, the agenda item is forwarded to the Chief Officer Approval for review.
   - The Chief Officer receives an email notification indicating Chief Officer Review is required. The email notification includes the deadline dates and a link to the agenda item.
   - An email notification is sent to the Agenda Item Coordinator regarding the Department Head approval.
8. If the Department Head/Chief Officer rejects the agenda item:
   - Rejected items require an explanation.
   - An email notification is sent to the Agenda Item Coordinator.
   - The Agenda Item Coordinator may accept changes, modify documents, complete any required tasks.
   - The Agenda Item Coordinator re-submits the agenda item or withdraws the agenda item.
   - The Department Head/Chief Officer reviews the agenda items and then approves, rejects, or withdraws the item.
9. If the Chief Officer approves the agenda item, the item is forwarded to the Clerk of the Board's Office for routing and review. An email notification is sent to the Agenda Item Coordinator regarding the Chief Officer approval.

6.0   Workflows – Clerk of the Board Routing

6.1   Features

1. All agenda items are routed by the Clerk of the Board's Office.
2. An email notice is sent to the Agenda Processor within the COB office with notification regarding items that require routing.
3. The Agenda Processor audits the agenda item for title, routing recommendations, meeting date and meeting type. If any of these items are edited, an email notification is sent to the Originating Department (Agenda Input Coordinator). The email notification will detail what was changed and who made the change.
4. The Agenda Processor office routes the agenda item for review. The routing includes the COB office.

6.2   Functionality

1. When the agenda item is routed, an email notification is sent to the reviewing department. The email notification includes the review due date.
2. When the agenda item is routed, an email notification is sent to the originating department. The email notification lists the departments receiving the item for review.

3. Email notification to reviewing department includes hyperlink to agenda item.
4. After all reviews have been completed and approved, the COB office routes the agenda items in batch to the County Manager's Office.
5. The County Manager can approve agenda items in batch.
6. The Workflows currently available in Agenda Central will be transferred to the new system.

7.0 Workflows – Reviewing Department

7.1 Features

1. The reviewing department can delegate the agenda item to specific individuals within the department or the item may be routed so the entire department can see the agenda item. These workflows will be set up specific for each department.
2. Reviewing departments can "approve, reject, or move forward".
3. Items that are "rejected" or "moved forward," require an explanation from the reviewing department.
4. Originating department can recall agenda item any time during this review process.
5. Decision made can be changed by reviewing department with explanation provided up until County Manager's review.
6. Ability to establish backup reviewers to cover during absences.
7. Ability to see other department's comments.
8. Comments may be added to approved items.
9. Items marked as "move forward" are considered approved and moved forward to agenda creation.
10. Legal Review will include a field "Check Here" if hard copy document has been signed and forwarded to COB Office. Legal Reviewers can return to this screen at any time to update this field. Approvals are not erased if this field is updated.
11. Reviewing departments will include:
    a. Planning and Zoning Department
    b. Sheriff's Office
    c. Office of Management and Budget
    d. Legal
    e. Treasurer's Office
    f. Assessor's Office
    g. Equipment Services Department
    h. Risk Management Department
    i. **Office of Procurement Services**
    j. County Engineer
    k. Real Estate Department
    l. Clerk of the Board's Office

7.2 Functionality

1. If an item is rejected, an email notice is sent to the COB office and originating department.
2. If an item is recalled, an email notice is sent to the COB office.
3. Notes made by reviewing departments can be saved with the agenda item. (This is to help review of items previously rejected/recalled items.)
4. Rejected items are returned to the originating department – Agenda Input Coordinator.
5. Rejected/recalled items are removed from all reviewing department work groups.
6. When an item is rejected by one department, approvals applied by other departments are erased. However, a history of the previous decisions is maintained.
7. When an item is recalled by the originating department, approvals applied are erased.
8. When an item is approved by all departments, an email notification is sent to the originating department and COB office.
9. An email notification is sent to the originating department and COB office if the reviewing department changes the decision on an agenda item.
10. When an agenda item is rejected, a notification is sent to the originating department, and the COB Office
11. When an agenda items is recalled, a notification is sent to the COB Office.
12. The COB office is notified via email whenever an agenda item is marked "move forward".

13. The originating department has the functionality to see the list of users currently viewing an agenda item.
14. If an agenda item is edited, it must be rejected. Edits are highlighted.
15. If an item is recalled or withdrawn by the originating department, an email notification is sent to the COB office.
16. A warning notice is sent to the reviewing departments and originating department 3 days prior to deadline date on any item without a decision.
17. Comments can be flagged as secure and limit viewing access to a defined user group.
18. Ability to run a report that shows status of all agenda items for a particular meeting.

8.0   Agenda Creation in COB Office

7.1   Features

1. When COB office routes agenda item for review, it is added to the agenda creation work screen.
2. Ad hoc items submitted by the COB office are added to the agenda creation work screen.
3. COB office can select items for an agenda by: date, time and agenda meeting type.
4. System automatically numbers agenda items.
5. System automatically numbers backup with agenda item number.
6. Agenda items can be rescheduled from one meeting to another while maintaining approvals and attachments.
7. Agenda items can be rescheduled in batch.
8. Attachments marked as confidential cannot be viewed by the public and employees without the appropriate permissions.
9. Numbering for Flood Control, Library, Stadium, and Improvement Districts items and backup accommodates the following system:
    Flood Control District
        FCD-1.
        FCD-2.
        FCD-3.
    Library District
        LD-1.
        LD-2.
        LD-3.
    Stadium District
        SD-1.
        SD-2.
        SD-3.
    Improvement District
        ID-1.
        ID-2.
        ID-3.
10. The COB office can re-arrange agenda items on the agenda creation work screen.
11. The COB office can override any item not approved and move it forward to the County Manager review. An explanation is required.
12. The COB office can override any item not approved by the County Manager and move it to the final agenda. An explanation is required.
13. For the draft agenda, any item not approved, is indicated by italic/underline on the hard copy/electronic agenda.
14. Final agenda must be time-stamped when printed and a report with time-stamps must be available.
15. Ability to print sections of agenda and/or sections of backup.
16. Draft and Final Agenda templates are identical to current forms.
17. Agenda templates are easily re-configurable.
18. Re-occurring items are automatically added to the appropriate agendas.
19. Re-occurring items may be every agenda or every-other agenda.
20. Re-occurring items vary by meeting type and need to be linked to a specific meeting type.
21. Ability to easily add/modify re-occurring items.
22. "C" Tracking Numbers are automatically added to the end of the agenda item.
23. ADM numbers can be added to the agenda item.

24. System keeps a history of draft agenda and final agenda until draft agenda is specifically deleted.
25. System keeps a history of original meeting date for an agenda item and revised meeting dates.
26. Ability to generate a draft agenda, pre-final agenda and final agenda.
27. Ability to automatically add word "Draft" to draft agendas.
28. Process for creating an Addendum to the Agenda and incorporating numbering system. (e.g., A-1). Add Addendum Option to Agenda Work Screen that can be selected and document generated.
29. Ability to alter numbering format. (e.g., an Executive Item on an Addendum AE-1.)
30. Ability to create all templates for all Boards. (e.g., Addendum for FCD).
31. Executive Agendas can be either stand alone agendas or embedded with an Open Meeting. Numbering system must accommodate.
32. Ability to post some agendas on the web; but not all, depending on agenda meeting type. (e.g., Executive Agendas are not posted on the web)
33. Ability to search draft agendas and final agendas both through the Word document and through Agenda Management System.
34. Ability to search final agendas through the web and through Agenda Management System.
35. Ability to click on agenda item on either draft or final and view backup, unless backup is marked "confidential".
36. Ability to edit templates "on the fly".
37. The types of templates required include the following for each Board type:
    - Formal Board Agenda
    - Informal Board Agenda
    - Special Board Agenda
    - Executive Board Agenda
    - Formal Board Addendum
    - Informal Board Addendum
    - Special Board Addendum
    - Executive Board Addendum
    - Formal Board Agenda with Executive Session Item
    - Informal Board Agenda with Executive Session Item
    - Special Board Agenda with Executive Session Item
    - Executive Board Agenda with Open Meeting Session Item
38. Ability to print a table of contents for the Formal Board Agenda.
39. Ability to view agenda item with confidential information based on permissions.

8.2   Functionality

1. When agenda items have received all required approvals, the agenda item is routed to the County Manager for approval. Items can be routed in batch.
2. The County Manager can approve items in batch.
3. All items not approved by the deadline are flagged and the COB office is prompted on each item to override or reschedule.
4. Ability to maintain distribution lists.

9.0   Document Processing/Board Decision

9.1   Features

1. Ability to notate "Board Decision" in Agenda Management System for each agenda item. (This process is separate from the board actions that are recorded in the minutes.)
2. System "Board Decision" defaults to "Approved." Other entries are manual.
3. "Board Decision" includes: Approved, Denied, Continued, Withdrawn, No Action, Approved as Amended.
4. Ability to notate "Document Status" in Agenda Management System for each agenda item.
5. "Document Status" includes: Hold, Red-Stamped, To Recorder, Closed, Unresolved, Not Applicable.
6. Ability to add notes to Document Status. Notes may include date sent to recorder, etc.
7. System "Document Status" defaults to "Closed". Other entries are manual.

8. Any agenda item with a Hold, Red-Stamped, or Unresolved status cannot be released in Agenda Management System. Whenever an agenda item is on Hold, Red-Stamped, or Unresolved, the Agenda Item/Agenda Information Form is printed with a Watermark "On Hold – Do Not Release".
9. Executive Session Items do not require Board decision.
10. Open portion of Executive Session item does require Board decision.
11. Ability to log progress of document. For example, date of notices sent to department. Up to three notices may be sent. Need to record date, recipient of notice and copy of notice. Notice is sent via email.
12. Ability to add electronic signatures to documents. Ability to specify/modify "date signed".
13. Ability to edit screens after approval with document dates, changes announced at the meeting, clarifying notes, etc.
14. Ability to meet all requirements with County Recorder and Secretary of State regarding electronic signatures.
15. Ability to print a report with Board Decision and Document Status. Can run report by department or meeting date.
16. Ability to enter contract destruction date.
17. Ability to enter contract expiration date and contract start date.
18. Ability to send an email notification to department 90 days prior to contract expiration date. The email is sent in batch and lists all contracts that are expiring, at 30, 60 and 90 day increments. Email is automatically generated.
19. Ability to store documents in EDMS system.
20. Ability to retrieve documents in EDMS system with robust search functionality.
21. Ability to link documents with agenda item and minutes item after meeting.

9.2   Functionality

1. Ability of system to automatically generate an email message to departments with Board Decision and Document Status in batch after the data has been entered for the meeting. User prompts system when inputs are complete and emails are to be generated.
2. Amendment agenda items cannot be generated from an agenda item where the Document Status is "Hold, Red-Stamped or Unresolved."
3. Amendment agenda items cannot be generated from an agenda item where the Board Decision is "Denied, Continued, Withdrawn, or No Action."
4. An email notification is sent to the originating department after Board approval of any items on hold or red-stamped.
5. Ability for departments to view Board Decision and/or Document Status in AMS system.

10.   Minutes Creation

10.1   Features

1. Ability to record meeting attendance.
2. Ability to record motions, who made motion, and vote.
3. Ability to edit document with changes announced at the meeting.
4. Ability to create minutes from agenda document.
5. Templates match current minutes format.
6. Ability for supervisors to vote via touch screen and vote is automatically recorded in minutes document.
7. Ability to create a "Results Document" that accurately reflects the Board's "grouping of items" that posts immediately after the meeting and that is automatically linked to Board votes.
8. Ability to alter "Results Document" on the fly to accommodate changes to the Board's "grouping" of agenda items.
9. Ability to create a final minutes document with documents linked to attachments.
10. Ability to post a "results" document immediately after the meeting.
11. Ability to post the final minutes document and replace the "results" document with basic discussions, speaker information, etc.
12. Ability to automatically capture Board decision on E-form.
13. Ability to integrate the Powerpoint Slide Presentation of Agenda Items with the Voting System.
14. Ability for the Board to view the agenda item simultaneously with the Voting System.

10.2   Functionality

1. "Results Document" will include a link to the attached documents but will not have the video link.
2. Final minutes document will include a link to the attached document and will include the video link.

11.0   Meeting Scheduling

11.1   Features

1. Ability to enter all pre-scheduled meetings for upcoming year into system at the end of current calendar year.
2. Ability to print a comprehensive meeting schedule which includes: all required legal disclosures for meeting postings, and day of week, date, time, type of meeting and location for each meeting scheduled.
3. Ability to add electronic signature to meeting schedule.
4. Ability to auto-create a deadlines schedule based on business rules for agenda item submission.
5. Ability to create a report detailing other critical dates based on meeting date, such as agenda item deadline date, approval deadline date, agenda review dates (for chairman's briefing and chiefs briefing) and print date.
6. Ability to limit the meetings available for selection for an agenda item to those that meet the deadline date.
7. Ability for the COB office to override the deadline date and allow late item submissions.
8. Ability to add unplanned meetings to schedule.
9. Ability to generate a year-end summary report which includes all pre-planned meetings and unplanned meetings.
10. Ability to generate a report that includes the meetings by Board type – BOS, FCD, LD, SD, ID.
11. Ability to generate a report listing the meeting type, date, time and meeting status (cancel, no quorum, held).

11.2   Functionality

1. Ability to use data entered for unplanned meetings to generate a posting notice.

12.0   Posting Notices

12.1   Features

1. Ability to auto-generate the posting notice based on inputs for unplanned meetings.
2. Ability to add agenda items to posting notice
3. Ability to create an agenda for unplanned meetings.
4. Ability to link backup documentation for agenda items listed on posting notice.
5. Ability to number agenda items listed on posting notice using numbering system for BOS, FCD, SD, LD, ID
6. Ability to number backup documentation with corresponding number on posting notice.
7. Ability to add electronic signature to posting notice.
8. Ability to time-stamp the print time of the posting notice.
9. Ability to generate a report listing all meetings scheduled via posting notices (all unplanned meetings).
10. Ability to generate posting notices for open meetings and executive meetings.
11. Template matches current Posting Notice template.
12. Field for tracking whether all Board offices were contacted for meetings held less than 5 days from posting date.
13. Field to confirm the Chairman's Office was contacted regarding special meeting.

12.2   Functionality

1. The features and functions listed in all other sections, such as workflow, agenda item creation, agenda creation, document processing and minutes creation apply to posting notices.

13.0   Search/Reports

13.1   Features

1.   Ability to search archived agendas and minutes.
2.   Ability to search legacy agendas and minutes.
3.   Ability to search agenda items and attachments.
4.   Ability to perform full text searches of agendas, minutes, attachments and agenda items.
5.   Ability to generate reports based on key fields.
6.   Ability to print a results page.
7.   Ability to save query criteria.
8.   Ability to create user-specific queries.
9.   Program supports the use of electronic signatures.
10. Ability to generate summary reports regarding board actions, document status, by department.
11. Ability to select the backup documentation files that the user would like to print with the agenda item.
12. Ability to generate a report of the agenda items currently assigned to the logged-in user, for review.
13. Ability for department to generate a report with all agenda items and their status for a specified date range.
14. User can specify whether agenda, minutes and/or attachments are searched.
15. A list of searchable fields will be provided to the vendor.
16. Ability to narrow the output list by specifying specific search criteria for an agenda item to amend, including but not limited to date range, department, vendor, category.

13.2   Functionality

1.   The program has the flexibility to re-order the results of a search on the results page.
2.   Program includes basic navigation tools – go to first record, last record, return to results page, etc.
3.   Ability to customize the list of fields that appear on the search results screen.
4.   Ability to complete public records requests searches with date of board decision and action taken. Includes link to agenda item and attachments.
5.   Ability to print specified backup documentation in batch.
6.   Ability to print specific e-forms in batch.
7.   Ability to write ad-hoc queries.
8.   Ability to write ad-hoc reports.
9.   Ability to email search results.

14.0   Web Access

14.1   Features

1.   Minutes and attachments are accessible on the web.
2.   Agendas and attachment are accessible on the web.
3.   Results Page is posted on the web without attachments.
4.   The search function searches the minutes, agendas and attachments.
5.   The Annual Meeting Schedule is posted on the Web.
6.   The Calendar is updated with the Meeting Schedule.
7.   Posting Notices for Special Meetings are indicated on the web either by posting, or inclusion in the Calendar.
8.   Provides audio and video streaming on the web with live streaming and archive viewing available.
9.   Ability to print the minutes or agenda on web.
10. Inability for viewers to alter minutes or agenda on the web.
11. Inability to alter video or audio on the web.

14.2   Functionality

1.   The Results Page is posted on the web until the minutes are completed. After the minutes are completed, the Results Page is removed from the web.
2.   Search functionality on the web is set up to "advanced" search ability to narrow the search results for the user.

3. The search results are highlighted and easily identifiable.
4. Multiple agenda, meetings, minutes and posting notices for a single day can be posted simultaneously.
5. Ability to click on minutes and go to appropriate place in meeting.
6. Ability to click on "jump to" and go to appropriate place in meeting and also go to appropriate place in minutes.
7. Ability to integrate web design into County Standard.

15.0   Administration

1. Solution includes an audit trail of overrides.
2. Permissions are defined by groups and individuals, including public access.
3. Solution includes field and function level security.
4. Solution includes multiple levels of security.
5. Solution allows security to be applied at the meeting type level.
6. Solution provides for attachments to be marked as "Confidential" and restricted to those with permissions.
7. Limits the creation of new fields and configuration of business rules to users with the appropriate security level.
8. Solution provides security to limit edit access to a submitted agenda item and attachments to the appropriate individuals or departments.
9. Solution provides security to limit viewing access to draft iterations of agenda items to the appropriate individuals or departments.
10. Solution provides the ability for password auto expire.
11. Solution allows for single sign-on authentication.
12. Solution allows for integration with Microsoft Active Directory.
13. Solution provides for security access based upon user name and password.
14. Solution provides for the ability to placed a workstation in an inactive state after 20 minutes.

SIRE Technologies
3676 West California Ave B100
Salt Lake City, Utah 84104
801-977-8608 Phone
801-977-8775 Fax
www.SIRETechnologies.com

EXHIBIT B-3

MAINTENANCE AGREEMENT

AlphaCorp

This Maintenance Agreement is made by and between Alpha Numeric Solutions, hereafter referred to as "ALPHACORP", and:

CUSTOMER AND PRINCIPAL ADDRESS

hereafter referred to as "Customer". Under this Agreement, ALPHACORP shall maintain the following Product, at the rates shown:

PRODUCT AND CHARGES

See Attached Product List and Charges

and on any attached schedule(s), hereafter called "the Product" according to the maintenance services set forth in the following "Terms and Conditions"

* Product - is defined as equipment and/or software as applicable

TERMS AND CONDITIONS

TERM. The initial term of this Agreement is for a period of ___ _____ year(s) from the effective date of ___ Month 20__. Upon expiration of the initial term of the Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of _____ year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

CHARGES. The charges for the maintenance described hereunder, are the total of the charges listed below and on any attached schedule(s). ALPHACORP shall invoice the Customer on the anniversary date, and the Customer shall pay the aggregate to ALPHACORP within ten (30) days of the date of each invoice. ALPHACORP has the right to increase maintenance charges at each anniversary or the effective date, by an amount not exceeding 5% percent of the total maintenance agreement. Written notice of such increase shall be given to the customer not less than thirty (30) days before the anniversary of the effective date. In addition, the Customer shall

pay all federal, state, or local taxes on the services rendered or parts supplied.

SERVICE HOURS. When software is covered by this agreement, the maintenance agreement provides for unlimited telephone software support. If the customer request on site support the customer will be billed at ALPHACORP established service rates plus expenses. ALPHACORP shall provide maintenance service as expeditiously as possible after notice from the Customer that the Product is inoperable. Service may be obtained during maintenance center office hours which are 6:00 AM to 6.00 PM daily (Mountain time), Monday through Friday, excluding public holidays. Service at times other than during maintenance center hours, shall be furnished upon the Customers request and at ALPHACORP's established charges for labor and travel in effect at the time such service is performed.

SERVICE NOTIFICATION. The Customer shall notify ALPHACORP of suspected Product malfunction, by calling ALPHACORP service and identifying the problem and symptoms. Notification may be made to ALPHACORP via telephone, or fax, at the service numbers listed below. Prior to ALPHACORP dispatching a technician, the Customer may be asked to assist in performing certain simple diagnostic procedures.

PARTS COVERED. ALPHACORP shall replace components of the Product when such replacement is made necessary solely through the normal proper use as determined by ALPHACORP. This replacement excludes operating supplies, such as, but not limited to, paper, toner, ribbons and other expendables. ALPHACORP shall render services solely to the Product listed and shall not be responsible for networks or other facilities to which the Product is connected.

CUSTOMER ACCEPTANCE   DATE

SERVICE NUMBERS.
Telephone: (801) 977-8608
Fax: (801) 977-8775
E – mail   support@SIRETechnologies.com

RIGHT TO SUBCONTRACT. ALPHACORP shall have the right to subcontract maintenance services to any qualified agent.

PLACE OF USE. The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

RISK OF LOSS. This Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of ALPHACORP, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product. With respect to any loss or damage, ALPHACORP shall submit to the Customer a description of the work to be done and request the Customer's consent to restore the Product to normal operating condition at ALPHACORP's rates. If the Customer does not agree to restore Product to normal operating condition, ALPHACORP shall have the right to terminate its obligations under this Agreement.

PERFORMANCE. ALPHACORP shall exercise its best efforts in performing services covered under this Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation, or other causes beyond its control, or for any consequential damage whatsoever.

LIABILITY. ALPHACORP shall not be responsible, nor incur liability of any kind, nature or description to the Customer, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

ALPHACORP'S LIABILITY. ALPHACORP shall procure and maintain in full force and effect at all times during the performance of on-site maintenance under this Agreement, Workmen's Compensation Insurance. ALPHACORP personnel shall comply with, all reasonable rules and regulations in effect at the Customer site.

DEFAULT. In the event of payment default by the Customer, ALPHACORP shall he entitled to collect interest and collection costs, including court costs and reasonable attorneys fees. In the event of default by the Customer in any term or condition herein, ALPHACORP may, at its option, refuse service or terminate its obligations under this Agreement.

NOTIFICATION. Any notice required herein shall be in writing and shall be deemed given if mailed or delivered to the other party at its last known mailing address.

WAIVER. This instrument contains the entire Agreement of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

TAX. The customer is responsible for any and all tax.

TELEPHONE SUPPORT. Technical support includes telephone consultations when the customer has problems or questions that can be resolved over the telephone. The customer has the right to telephone ALPHACORP for technical assistance in using the software.

SOFTWARE SUPPORT. The customer will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services when checked are part of the software maintenance agreement:

Initials

_____ _____Telephone Support

_____ _____Bug fixes and Updates

_____ _____Software Upgrades
        (ie 2.31 to 2.32)   (ie 2.32 to 4.0)

_____
ALPHACORP ACCEPTANCE   DATE

Maintenance Product List and Charges

Item Number	Quantity	Serial Number	Description	Annual Rate ($)
110054	1		Agenda Plus Enterprise License	22,000.00
40053	60		SIRE Server – Concurrent Client Licenses	$6,200.00
40055	60		SIRE Client – Concurrent Client Licenses	$1,600.00
30050	1		SIRE Web Forms – Enterprise	Included
40050	1		SIRE Server Core – Server License	Included
70050	1		SIRE Workflow Enterprise Server	Included
90054	1		SIRE Retention Manager	Included
110064	10		SIRE Agenda To Go	Included
110065	10		SIRE Scan to Agenda	Included
110066	3		Agenda Wrap Up	Included
110067	3		Agenda Packet Print	Included
			Total First Year	**$29,800.00**

Sales Tax **$0.00**

Total Maintenance Years 2 and 3...**$59,600.00**
Total Maintenance Years 4 and 5...**$61,380.00**

SIRE Technologies
3676 West California Ave B100
Salt Lake City, Utah 84104
801-977-8608 Phone
801-977-8775 Fax
www.SIRETechnologies.com

EXHIBIT B-4
SOFTWARE PRODUCT LICENSE AGREEMENT

This Agreement, effective as of this 1st day of July, 2007, between AlphaCorp., (hereinafter referred to as "Licensor") and MARICOPA COUNTY , (hereinafter referred to as "Licensee").

RECITALS

WHEREAS, Licensor has prepared and will prepare certain computer software programs; and holds proprietary rights in certain computer software programs; and **WHEREAS**, Licensee is desirous of using said computer software programs, subject to the restrictions and limitations set forth herein,

NOW, THEREFORE, in consideration of the covenants and conditions set forth below, the parties hereto agree as follows:

1) **GRANT OF LICENSE**
    a) Licensor, and/or third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Software Product.
    b) Licensor grants to Licensee a non-exclusive, non-transferable license to use each Software Product(s), or portions thereof, in Object Code form only, on the Designated Server. Nothing in this Agreement is intended to transfer to Licensee any rights in said Software Product, except for the right to use as set forth herein.

2) **CONSIDERATION** As consideration for the license of the Software Product granted in Article 2, Licensee shall pay Licensor the License Fee set forth in the sales agreement.

3) **TERM OF AGREEMENT** The term of this Agreement shall commence upon the execution of this Agreement and shall terminate upon the Licensor's prior written notice, or default by licensor or Licensee as may be set forth in other provisions of this Agreement. Upon termination, Licensee shall immediately return the Software Product and all copies thereof to Licensor, and within five (5) days of termination, Licensee shall deliver a written certification to Licensor certifying that it no longer has custody of any copies of the Software Product. In no event shall any action or inaction by Licensor or Licensee constitute a waiver of any rights or remedies provided by law.

4) **TITLE** The original and any copies of the Software Product, in whole or part, including Licensor-supplies translations, compilations, partial copies, modifications and updates, are the property of Licensor (or with regard to third party software, the property of the third party).

5) **DEFAULT** In the event that Licensee or Licensor fails to observe or perform any provisions of this Agreement, and if such default is not cured within thirty (30) days after Licensee or Licensor gives the other party written notice thereof, the party not in default may terminate this Agreement upon written notification to the defaulting party. In no event shall an action or inaction by Licensor or Licensee constitute a waiver of any rights or remedies provided by law.

6) **COPYING THE SOFTWARE** Licensee may make copies of the Software Product in Object Code form only solely for use by Licensee for backup or archival purposes or for placing the Software Product in a form for execution on the Designated CPU. Licensee agrees to maintain records of each copy of the Software Product, and upon request, such record will be provided to Licensor. All copies, or portions thereof, must bear any proprietary notice which may appear on the Software Product copy furnished by Licensor under this Agreement.

7) **COPYRIGHT/TRADE SECRET PROTECTION** Licensee agrees to place a copyright/trade secret notice in a form specified by Licensor on all copies of the Software Product which have been reproduced by Licensee in accordance with the provisions of Article 6.

8) **RIGHT TO BACKUP CPU** Licensee may by written notice identify a Backup CPU by manufacturer, model number, serial number and installation site. Licensee shall have the right to transfer the license granted hereunder to such Backup CPU when the Designated CPU is temporarily inoperable.

9) **SECURITY** Except as may be provided otherwise in this Agreement, Licensee shall not, without the express written consent of Licensor, provide, disclose, or otherwise make available the Software Product, or copies thereof, to any third party. Licensee shall

take appropriate action by instruction, agreement, or otherwise with those of its employees and third party agents having access to the Software Product to restrict and control the use, copying, modification, disclosure, transfer, protection, and security of such Software Product in accordance with the provisions of this Agreement.

10) **CONFIDENTIALITY** Licensee shall keep the Software Product confidential within its own organization. The confidentiality provisions of this Agreement shall continue in effect between the parties regardless of whether or not licensee has returned the Software Product to Licensor. Provided, however, that Licensee's obligations hereunder shall not apply to any Software Product if:

    a.   Such Software Product is already in or falls into the public domain through no act or omission on the part of the Licensee, its Directors, Officers, Employees, or Agents; or

    b.   Such Software Product shall have been published or hereafter otherwise made available to the public generally by Licensor; or

    c.   Licensee obtains such Software Product from a third party in a manner which does not violate any obligations to Licensor.

11) **PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT** Licensor shall defend, at its expense, any claim or suit brought against Licensee alleging that the Software Product furnished hereunder infringes a United States Patent, Copyright or Trade Secret, and shall pay all damages and attorney fees finally awarded, provided that Licensor is given prompt written notice of such claim, sole authority to defend or settle the claim, and full cooperation by Licensee.

In the defense or settlement of the claim, Licensor may obtain for Licensee, at Licensor's expense, the right to continue using the Software, Product, replace or modify the Software Product so that it becomes non-infringing, or if such remedies are not reasonably available, accept return of the Software Product for a refund on a three-year amortized schedule, providing return of two thirds (2/3) of the license Fee during the first year, and one third (1/3) of the License Fee during the second year, with no monies being returned during the third year.

Licensor shall not have any liability if the alleged infringement is based upon the modification of the Software Product or the use or sale of the Software Product in combination with other software of devices where infringement would not have occurred from the normal use of the Software Product.

12) **WARRANTY** Licensor warrants that the Software Product delivered pursuant to this Agreement shall conform to Licensor's written specifications. Licensor's obligations under this warranty are limited to making the revisions of replacements in a reasonable period of time to correct deficiencies identified in writing by Licensee within ninety days from the effective date of this Agreement.

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, LICENSOR GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE PRODUCT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

<u>NO LIABILITY FOR CONSEQUENTIAL DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALPHACORP OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THIS ALPHACORP PRODUCT, EVEN IF ALPHACORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

13) **RESTRICTIONS ON USE** Licensee may utilize the Software Product to perform its own work and work of is customers. However, Licensee is not granted the right to utilize the Software Product in the capacity of a service bureau. Licensee agrees not to reverse engineer, decompile or otherwise attempt to derive source code from the Software Product.

14) **MODIFICATIONS** Licensee shall have the right to modify the Software Product, Ownership of such modifications shall vest in Licensee, provided nothing in such modifications incorporates the Licensor's Software Product which shall be subject to all other terms of this Agreement. Licensee will not claim as its property a re-implementation of Licensor's Software Product.

15) **SEVERABILITY** In the event any term, condition or provision of this Agreement is determined to be void, invalid, illegal or unenforceable, it shall, only to that extent, be deemed stricken, However, all other provisions shall remain and constitute the Agreement between the parties.

16) **ASSIGNMENT** Except as set forth hereinafter and in Article 4, this Agreement may not be assigned, sublicensed, or otherwise transferred without the prior written consent of Licensor, which consent shall not be unreasonably withheld. This Agreement shall be binding upon any assignee of Licensee.

17) **LIMITATION OF REMEDY** Licensee agrees that the Licensor's sole liability in contract, tort or otherwise arising out of or in any way connected with each software Product hereunder for damages shall not exceed the License fee paid by Licensee for the particular software Product. In no event shall either party be liable to the other for any indirect or consequential damages.

18) **CHOICE OF LAW/CHOICE OF FORUM** Both parties hereby agree that, irrespective of the place of making or place of performance of this Agreement, this Agreement shall be exclusively governed and interpreted according to ARIZONA Law, both Statutory and Decisional, and further, no action, suit, or proceeding shall be commenced, maintained, or prosecuted other than in Arizona in a court of competent jurisdiction

19) **EXPORT RESTRICTIONS** Licensee agrees not to transmit the Software Product outside the country of purchase without the prior written approval of Licensor. This Agreement is subject to any laws, regulations, orders. Or other restrictions on the export of the Software from the United States or agencies thereof (including the United States Department of Commerce).

20) **NOTICES** All written notices to be given hereunder whether pursuant to this Agreement or a provision of law, shall be either delivered in person, by prepaid telegraphic means, or by the United States mail, postage prepaid, Notices shall be addressed as follows:

TO LICENSOR: AlphaCorp
                          3676 West California Ave. B100
                          Salt Lake City, Utah 84104

ATTENTION: Jim Painter

TO LICENSEE:

ATTENTION:

 or at such other place as may be designated from time to time in writing.

GENERAL
a. Licensee and Licensor agree to take reasonable steps to comply with all applicable Local, State and Federal laws and Executive Orders and regulations issued pursuant to thereto.
b. This agreement must not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written Amendment signed by the parties hereto.
c. Licensor shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to acts of God or strikes.
d. No waiver of any rights caused by breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing.

Licensee and Licensor acknowledge that they have read the terms and conditions of this Agreement they understand all such terms and conditions and that they agree to be bound thereby.

ALPHACORP: LICENSEE

_____
(Name of Licensee)

By:_____   By:_____
      (signature)   (Signature)

_____   _____
      (Please Print)   (Please Print)

_____   _____
      (Title)   (Title)

EXHIBIT B-5
GRANICUS SLA

Agreement Number 06123-RFP

SOFTWARE PRODUCT LICENSE AGREEMENT

This Agreement, effective as of this 20th day of June, 2007, between Granicus., (hereinafter referred to as "Licensor") and Maricopa County, Arizona, (hereinafter referred to as "Licensee").

RECITALS

WHEREAS, Licensor has prepared and will prepare certain computer software programs; and holds proprietary rights in certain computer software programs; and WHEREAS, Licensee is desirous of using said computer software programs, subject to the restrictions and limitations set forth herein,
NOW, THEREFORE, in consideration of the covenants and conditions set forth below, the parties hereto agree as follows:

21) GRANT OF LICENSE
    a) Licensor, and/or third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Software Product.
    b) Use. Granicus, Inc. agrees to provide you with a Revocable, non-transferable and non-exclusive account to access the Software listed in Appendix A; and grants you a Revocable, non-sublicensable, non-transferable and non-exclusive right to use the Software. All Granicus Software is proprietary to Granicus, Inc., and protected by intellectual property laws and international intellectual property treaties. Your access to, and use of the Software is licensed and not sold. You are responsible for any applicable costs and taxes associated with your use of the Services, or use of the Services through your account.

22) MANAGED SERVICES
    Granicus, Inc. agrees to provide the Client Managed Services defined below:

    All managed services plans are billed on a monthly basis. All plans include full Managed Services, complete monitoring and maintenance of your on-site hardware and 24/7 technical and user support for your complete solution. Managed Services also includes all software upgrades and bug fixes for all of the County's Granicus software components. The goal of our Managed Services program is to help the County realize the highest level of value and satisfaction from Granicus solution, without incurring additional or unexpected costs. Granicus Managed Services include the following:

    Technical and User Support
    Granicus offers continuous customer support and is dedicated to ensuring that the County is completely satisfied with Granicus products and services. Granicus staff is available to the County 24hrs a day, 365 days a year, via the contact info below.

    Direct *(8:00am to 6:00pm Pacific time)*: 415-357-3618
    Toll Free *(8:00am to 6:00pm Pacific time)*: 877-889-5495
    Site: www.granicus.com
    Email: support@granicus.com

    Monitoring
    As part of the County's Managed Services Granicus will continually monitor, on a 24/7 basis, all the software and hardware included in your solution. Should any malfunction appear, Granicus will immediately notify the County and proceed to resolve the issue. Granicus is committed to repair or replace any non-functioning hardware, provided directly from Granicus, within 24 hours for up to 3 years.

    Software Upgrades
    Granicus provides its software as a "Lifetime License", and all software upgrades are included as part of your Managed Services program. This includes both the rights to use the upgraded software and any services required as part of the upgrade process.

    Bandwidth and Storage
    Through Granicus Managed Services we will provide all of the bandwidth and storage necessary to utilize your solution. The Granicus Managed Services plan includes "Unlimited Bandwidth" for streaming the County's live and on-demand content over the Internet through the Granicus Media Center™.

The Granicus Managed Services base plan also includes 12 months of archiving for all public meetings and 50 hours or 7 Gigabytes of storage for additional content at the Granicus Media Center™.

23) TERM OF AGREEMENT The term of this Agreement shall commence upon the execution of this Agreement and shall terminate upon the Licensor's prior written notice, or default by licensor or Licensee as may be set forth in other provisions of this Agreement. Upon termination, Licensee shall immediately return the Software Product and all copies thereof to Licensor, and within five (30) days of termination, Licensee shall deliver a written certification to Licensor certifying that it no longer has custody of any copies of the Software Product. In no event shall any action or inaction by Licensor or Licensee constitute a waiver of any rights or remedies provided by law.

Cancellation of Clients Managed Services will also result in the immediate termination of Clients Media Management Software license as described in Section 1.0.

24) SECURITY Except as may be provided otherwise in this Agreement, Licensee shall not, without the express written consent of Licensor, provide, disclose, or otherwise make available the Software Product, or copies thereof, to any third party. Licensee shall take appropriate action by instruction, agreement, or otherwise with those of its employees and third party agents having access to the Software Product to restrict and control the use, copying, modification, disclosure, transfer, protection, and security of such Software Product in accordance with the provisions of this Agreement.

25) CONFIDENTIALITY Licensee shall keep the Software Product confidential within its own organization. The confidentiality provisions of this Agreement shall continue in effect between the parties regardless of whether or not licensee has returned the Software Product to Licensor. Provided, however, that Licensee's obligations hereunder shall not apply to any Software Product if:

  d.   Such Software Product is already in or falls into the public domain through no act or omission on the part of the Licensee, its Directors, Officers, Employees, or Agents; or
  e.   Such Software Product shall have been published or hereafter otherwise made available to the public generally by Licensor; or
  f.   Licensee obtains such Software Product from a third party in a manner which does not violate any obligations to Licensor.

26) PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT Licensor shall defend, at its expense, any claim or suit brought against Licensee alleging that the Software Product furnished hereunder infringes a United States Patent, Copyright or Trade Secret, and shall pay all damages and attorney fees finally awarded, provided that Licensor is given prompt written notice of such claim, sole authority to defend or settle the claim, and full cooperation by Licensee.

In the defense or settlement of the claim, Licensor may obtain for Licensee, at Licensor's expense, the right to continue using the Software, Product, replace or modify the Software Product so that it becomes non-infringing, or if such remedies are not reasonably available, accept return of the Software Product for a refund on a three-year amortized schedule, providing return of two thirds (2/3) of the license Fee during the first year, and one third (1/3) of the License Fee during the second year, with no monies being returned during the third year.

Licensor shall not have any liability if the alleged infringement is based upon the modification of the Software Product or the use or sale of the Software Product in combination with other software of devices where infringement would not have occurred from the normal use of the Software Product.

27) WARRANTY Licensor warrants that the Software Product delivered pursuant to this Agreement shall conform to Licensor's written specifications. Licensor's obligations under this warranty are limited to making the revisions of replacements in a reasonable period of time to correct deficiencies identified in writing by Licensee within ninety days from the effective date of this Agreement.

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, LICENSOR GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE PRODUCT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GRANICUS OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER

(INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THIS GRANICUS PRODUCT, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

28) RESTRICTIONS ON USE Licensee may utilize the Software Product to perform its own work and work of is customers. However, Licensee is not granted the right to utilize the Software Product in the capacity of a service bureau. Licensee agrees not to reverse engineer, decompile or otherwise attempt to derive source code from the Software Product.

29) SEVERABILITY In the event any term, condition or provision of this Agreement is determined to be void, invalid, illegal or unenforceable, it shall, only to that extent, be deemed stricken, However, all other provisions shall remain and constitute the Agreement between the parties.

30) ASSIGNMENT This Agreement may not be assigned, sublicensed, or otherwise transferred without the prior written consent of Licensor, which consent shall not be unreasonably withheld. This Agreement shall be binding upon any assignee of Licensee.

31) LIMITATION OF REMEDY Licensee agrees that the Licensor's sole liability in contract, tort or otherwise arising out of or in any way connected with each software Product hereunder for damages shall not exceed the License fee paid by Licensee for the particular software Product. In no event shall either party be liable to the other for any indirect or consequential damages.

32) CHOICE OF LAW/CHOICE OF FORUM Both parties hereby agree that, irrespective of the place of making or place of performance of this Agreement, this Agreement shall be exclusively governed and interpreted according to ARIZONA Law, both Statutory and Decisional, and further, no action, suit, or proceeding shall be commenced, maintained, or prosecuted other than in ARIZONA in a court of competent jurisdiction

33) EXPORT RESTRICTIONS Licensee agrees not to transmit the Software Product outside the country of purchase without the prior written approval of Licensor. This Agreement is subject to any laws, regulations, orders. Or other restrictions on the export of the Software from the United States or agencies thereof (including the United States Department of Commerce).

34) NOTICES All written notices to be given hereunder whether pursuant to this Agreement or a provision of law, shall be either delivered in person, by prepaid telegraphic means, or by the United States mail, postage prepaid, Notices shall be addressed as follows:

TO LICENSOR: Granicus
                       568 Howard St #3
                       San Francisco, CA 94105

ATTENTION: Tom Spengler

TO LICENSEE: Maricopa County

ATTENTION:

or at such other place as may be designated from time to time in writing.

GENERAL
e.   Licensee and Licensor agree to take reasonable steps to comply with all applicable Local, State and Federal laws and Executive Orders and regulations issued pursuant to thereto.
f.   This agreement must not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written Amendment signed by the parties hereto.
g.   Licensor shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to acts of God or strikes.
h.   No waiver of any rights caused by breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing.

Licensee and Licensor acknowledge that they have read the terms and conditions of this Agreement they understand all such terms and conditions and that they agree to be bound thereby.

GRANICUS: LICENSEE

By: _____   By: _____
        (signature)   (Signature)

Tom Spengler   FULTON BROCK
       (Please Print)   (Please Print)

CEO   CHAIRMAN BOARD OF SUPERVISORS
       (Title)   (Title)

                                              _____
                                              DEPUTY MARICOPA COUNTY ATTORNEY

EXHIBIT B-5
GRANICUS SLA

Appendix A — Software Provided

Product Name	# of Licenses	Type of License
MediaManager Enterprise	1	Site License
MinutesMaker	1	Board of Supervisors, (Per Meeting Body)
MediaVault	1	Per server Basis
StreamReplicator	1	Per Server Basis
Granicus Voting System	1	10 Seats

EXHIBIT B-6

CONTRACTOR TRAVEL AND PER DIEM POLICY

1. All contract-related travel shall be prior-approved by County.

2. Travel, lodging and per diem expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:

   http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

3. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.

4. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.

   4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverages.

   4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from County prior to rental of a larger vehicle.)

   4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.

   4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.

5. Contractor is responsible for any other miscellaneous personal expenses, as they are included in contractor's lodging and per diem expenses.

6. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph 3, above.

7. Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

PRODUCT AND LICENSE QUANITITES

Catalog Number	Product Description	# of Licenses
40054	SIRE FileCenter - Server License	60
40055	SIRE FileCenter - Client License	60
40050	SIRE Server Core – Includes OCR, FTR, PDF	Enterprise
30050	SIRE FORMS	Enterprise
110054	SIRE Agenda Plus	Enterprise
70050	Sire Worflow	Enterprise
90054	Sire Retention Manager	Enterprise
110064	Sire Scan to Agenda	Enterprise
110065	Sire Agenda to Go	Enterprise
110066	Sire Agenda Wrap-up	Enterprise

AMENDMENT No. 1
To
**AGENDA MANAGEMENT SOFTWARE SYSTEM AND
ASSOCIATED SERVICES**
Between
SIRE Technology, Inc.
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and SIRE Technology Inc. and ("SIRE") have entered into a Contract for Agenda Management Software System and Associated Services dated June 20, 2007 ("Agreement") and effective July 1, 2007, County Contract No. 06123-RFP.

WHEREAS, County and SIRE have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 2.1 Payment

Delete after Exhibit "A" the rest of the paragraph

Section 2.1.1-2.1.3 Software Costs, Implementation Costs and Hardware Costs

Delete in their entirety

Section 4.15 Retention of Records

Delete reference to five (5) years and replace with six (6) years

Section 4.20 Integration

Delete reference to Exhibit A-1 (Payment Schedule-Deliverable/Phase Summary), A-2 (Project Plan) and add Exhibit B-7 (Additional Terms and Conditions), B-8 (Transition Plan Overview and High Level Tasks), B- 9 (Service Level Agreement) and B-10 (Job Description).

Add the following <u>new</u> sections to the end of the original contract

4.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.27.1   By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

4.27.2   The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.27.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.28 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

4.28.1   By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

4.28.2   The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.29 CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both the **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.

4.30 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

4.30.1   The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

4.30.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.30.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.30.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4.30.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

4.30.2   Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

4.30.3   The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

Delete Exhibit A, A-1 pricing in the November 6, 2007 contract change and replace with the following hosting services pricing:

[This space intentionally left blank]

EXHIBIT A

SERIAL 06123-RFP   AGENDA MANAGEMENT SOFTWARE SYSTEM AND
ASSOCIATED SERVICES
PRICING SHEET: 2082001

BIDDER NAME: SIRE TECHNOLOGY INC.
VENDOR NO: W000003240
BIDDER ADDRESS: 2211 West 2300 South, West Valley, UT 84119
P.O. ADDRESS: SAME
BIDDER PHONE #:   801-977-8608
BIDDER FAX #:   801-977-8775
COMPANY WEB SITE: WWW.SIRETECHNOLOGIES.COM
COMPANY CONTACT (REP): KRIS PAINTER
E-MAIL ADDRESS (REP):   KPAINTER@SIRETECHNOLOGIES.COM

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

PAYMENT TERMS: NET 30

1.0 PRICING:

1.1	ANNUAL HOSTING FEE 2010 – 2011 (PAID UPON CONTRACT SIGNING)	79,600.00
1.2	START UP SERVICES AND TRANSITION PAYMENT (PAID UPON COMPLETION OF PARALLEL TEST)	25,850.00
1.3	FULL TIME SIRE SYSTEM ADMINISTRATOR LOCATED IN CLERK OF THE BOARD'S OFFICE AT MARICOPA COUNTY (PAID UPON CONTRACT SIGNING AND THEREAFTER PAID ANNUALLY)	100,000.00
1.4	ANNUAL HOSTING FEE EACH YEAR FOR YEARS 2011-2013 (PAID UPON ANNUAL MAINTENANCE RENEWAL DATE)	162,000.00
1.5	TRAVEL EXPENSES (PAID UPON COMPLETION OF PARLLEL TEST)	1,800.00

Delete Exhibit B including Exhibit A-2 in its entirety and replace with the following hosting services scope of work

EXHIBIT B

1.0 **INTENT**

The purpose of this document is to provide Maricopa County, AZ ("Maricopa") with the business terms defining the services associated with SIRE hosting Maricopa's SOLAR application environment at SIRE's data center in Orem or Salt Lake City, Utah. These terms are based upon information provided by Maricopa, as well as SIRE's experience implementing, hosting and maintaining SIRE Agenda Plus application for customers of similar size and scope, and will be used to shape the contents and operating parameters of the eventual contract between the parties. The project will include hosting both the SOLAR and EDMS applications (hereafter collectively referred to as "SOLAR") of Maricopa County and migrating Maricopa County to version 5.2 sp 4 in the transition process and thereafter, upgrades to future updated versions of the applications.

2.0 **SCOPE OF SERVICES**

2.1 General Terms and Assumptions

The following services terms and assumptions apply to this engagement:

2.1.1 Term is expected to begin with the contract signing and transition of the Maricopa SOLAR system, after which the remaining terms in this document, will apply.

2.1.2 Maricopa is required to remain current on SIRE Technologies Standard Maintenance payments throughout the term of the transition. After transition, maintenance is included in the hosting agreement.

2.2 SIRE Transition Services

2.2.1 Purpose is to validate Maricopa's needs are considered, addressed, documented, and correctly implemented within the SIRE managed infrastructure and application environment. This includes appropriate access to necessary environments, as well as validation that all components are functioning correctly and are production-ready. This includes, but is not limited to, batch schedules and notifications, application and infrastructure monitoring and notifications, and backup scheduling.

2.2.2 Assume responsibility for maintenance and support of environments. This includes assimilation and transition from Maricopa staff to SIRE staff as appropriate.

2.2.3 Define and document escalation and call out procedures, including responsible parties.

2.2.4 Currently the Transition is projected as the initial (two) months of the engagement, including lead time to provide communications/connectivity, Maricopa confirmation of approval for SIRE's use of specific 3rd party software including Microsoft SQL Server, Neevia software for PDF rendition, the Microsoft OS, and Microsoft IIS, port of Maricopa's SOLAR application to SIRE's hosting center, and jointly prescribed testing

2.2.5 Planning to be undertaken using standard project planning tools, including management by a SIRE project manager; preparation, planning and regular status meetings conducted with Maricopa; all performed using a project plan

with target timelines for all tasks and identification of critical path items.

2.2.6 Approach/options and responsibilities with respect to the SOLAR system and transition remain to be discussed jointly with Maricopa.

2.2.7 Prepare Risk Assessment document that lists all identified risks for the transition project, with plans for mitigating each identified risk.

2.2.8 SIRE will jointly work with Maricopa County to identify a list of required County personnel resources, which will include type of resource and number of resources that will be required for the transition.

2.3 Ongoing Services to be provided by SIRE

2.3.1 Infrastructure Provided/Supported

2.3.1.1 Secure facility at SIRE Orem, Utah Data Center: specifically a facility available 24/7/365 that is strictly controlled for secured physical and logical access to client infrastructure and data.

2.3.1.2 The Maricopa SOLAR system will be hosted on multiple servers shared with multiple clients. The servers will consist of an application server, database server, SAN server and web server. The SOLAR system application server will be placed in a VM environment specifically for Maricopa on the shared application server. A development and Test VM environment will also be placed with the SOLAR system. A separate SOLAR database will be created on a shared database server and Maricopa will be provided all required storage and can grow to unlimited storage space for the SOLAR system on the SAN data storage device.

2.3.1.3 It should be noted that while multiple clients with common system requirements will reside in this environment, that the Non-Outage related requirements of a singular client do not generally drive maintenance and updates related to change requests submitted by each customer. Rather these normal change requests are coordinated centrally by SIRE to the benefit of all customers in the interest of remaining on current/supported environment software. Such efforts are planned and socialized in advance with all affected customers, and released through annual periodic maintenance (bug fixes) and update (new or modified functionality/features) packages. Changes required to prevent or solve an Outage, will happen according to the SLA document and Outage metric table included within this document. Outage modifications could impact other customers within the shared environment, but will be thoroughly tested by SIRE with impacts kept to a minimum.

2.3.2 Hosting Services

2.3.2.1 SIRE and third party software noted in the Software table in section 2.4 below as licensed and/or maintained by SIRE. Upgrades to the system level software will be performed to the extent possible given the application's compatibility with higher releases of this third party software.

2.3.2.2 Monthly service level reporting targeted to be not later than fifteen (15) calendar days in month following delivery of services, to be delivered not later than any respective invoicing. See Exhibit B-9 Service Level Agreement below for reported items.

2.3.2.3 Maintenance of all infrastructure and system security as it applies to the SOLAR system and hosting data center.

2.3.2.4 Standard supporting servers, database, network, storage, and security services.

    2.3.2.4.1 Server support includes continual monitoring and control of processing including notification of anomalies to qualified personnel for review and correction as necessary.

    2.3.2.4.2 Standard database support including database monitoring and maintenance activities including file allocation monitoring and adjustment as well as reorganizations as necessary.

    2.3.2.4.3 Storage management involves both on-site and off-site backup to disk. Expandable storage of the type appropriate to the respective environment is allocated as needed and regularly reviewed for capacity and performance.

    2.3.2.4.4 Security services for virus protection and vendor-provided security patches for system-level software.

    2.3.2.4.5 Management of SIRE's network at our facilities. Internet access is required and provided by Maricopa County.

2.3.2.5 System level backups required to meet/exceed the DR performance targets outlined below for Maricopa. Application backups for application recovery as typically required within batch processing cycles. Projected to include daily backups as well as major processing event backups including, but not limited to, monthly close and annual close.

2.3.3 Disaster Recovery Services

2.3.3.1 System/environment-level and application backups via data replication to other datacenters in order to support customer–specific recovery within the target objectives.

2.3.3.2 Redundancy built in the environment with clustering of the servers, raid 10 built into the SAN and recovery support

2.3.3.3 Disaster recovery exercise will be completed annually

2.3.4 Application Maintenance Services for the baseline SOLAR system

SIRE software:

2.3.4.1 Critical production SIRE software issues will be patched by SIRE. Non-critical SIRE software issues addressed per the standard SIRE

maintenance process. Issue severity is set as defined within the Standard Maintenance terms and is repeated in Exhibit B-7 of this document for convenience.

2.3.4.2 Standard change management and application code version control and tracking including changes to the workflow and structure for changes in department reporting structure, and developing reports.

2.4 Software Table

Software Provided/Supported					
Software Package/Version	Vendor	Licensed By	Maintained By	Operational Support	Comments
SQL Server Standard 2008	Microsoft	SIRE	SIRE	SIRE	
Microsoft Windows Server 2008	Microsoft	SIRE	SIRE	SIRE	
Microsoft Internet Information Server	Microsoft	SIRE	SIRE	SIRE	
Neevia PDF Tool	Neevia	SIRE	SIRE	SIRE	
SIRE Agenda Plus 5.2	SIRE	SIRE	SIRE	SIRE	
SIRE Minutes Plus 5.2	SIRE	SIRE	SIRE	SIRE	OET would be needed for desktop installation support
SIRE WebCenter 5.2	SIRE	SIRE	SIRE	SIRE	
SIRE Video Plus 5.2	SIRE	SIRE	SIRE	SIRE	OET would be needed for encoder network support
SIRE Voting 5.2	SIRE	SIRE	SIRE	SIRE	OET would be needed for desktop installation support and network support
SIRE Capture 5.2	SIRE	SIRE	SIRE	SIRE	OET would be needed for desktop support
SIRE Committee Manager 5.2	SIRE	SIRE	SIRE	SIRE	

3.0 **SERVICES TO BE PERFORMED BY MARICOPA**

3.1 Maricopa will perform the following:

    3.1.1 Provide any/all available documentation detailing Maricopa application customizations and configuration. (Applies to Transition period.)

    3.1.2 Provide primary and secondary point of contact for transition period as well as ongoing operations period. (Applies to Transition period and will be Ongoing.)

    3.1.3 Maintenance of all application user/group security from within the SIRE/SOLAR system. (Applies to the On-going period.)

    3.1.4 Problem identification and resolution relating to Maricopa's data, staff, and/or procedures. (Applies to the On-going period.)

    3.1.5 Coordination of the transmission of data through electronic file transfer directly from Maricopa's staff to SIRE (Applies to Transition period and will be Ongoing.)

    3.1.6 Ensure all files are transmitted/received in mutually agreed format and a timely manner, sufficiently in advance to ensure processing in the expected job schedule (Applies to Transition period and will be Ongoing.)

    3.1.7 Assume responsibility for the integrity of all input data delivered to SIRE for processing (Applies to Transition period and will be Ongoing.)

    3.1.8 Provide first line help desk support to internal Maricopa employees. (Applies to the On-going period.)

    3.1.9 Application user acceptance testing in support of patches and/or changes prior to production migration (Applies to Transition period and will be Ongoing.)

    3.1.10 Production application output validation as necessary/associated with application configuration use outside of SIRE's purview. (Applies to the On-going period.)

    3.1.11 Report printing, distribution, and output handling (Applies to the On-going period.)

    3.1.12 Coordinating with SIRE operations staff for services, support, and scheduled maintenance through the designated, centralized SIRE point of contact. (Applies to the On-going period.)

    3.1.13 Provide desktop installation support, connectivity support, point of contact for such support during transition and ongoing. (Applies to the On-going period.)

    3.1.14 Standard OET Change Control procedures will be used. These procedures may be modified by mutual consent by COB and SIRE.

  3.2 Maricopa will provide and maintain the following:

    3.2.1 Employee workstation software and other onsite equipment such as video encoder, voting server, image server, voting stations, scanning stations etc.

3.2.2 Software costs not listed or indicated in the Software table above as section 2.4 as licensed or maintained by Maricopa

3.2.3 Adequately-sized communications from the Maricopa WAN (or other end-user locations) to the SIRE hosting facility site. The communication to the disaster recovery site is the responsibility of SIRE as the data will move from the hosted facility to the disaster recovery site.

3.2.4 Primary and secondary contacts for management intervention, follow-up, and communications regarding SIRE services

4.0 **DISCRETIONARY TIME FOR ONE-TIME SERVICES FOR THE TRANSITION**

Included one-time pool of 16 days will be applied towards the completion of the following initiatives. The 16 days are the SIRE team days that are identified in the WBS. These days span the transition period (not necessarily consecutive days) and will be concentrated during the "SIRE responsibility" dates. These days also include the training days built into the WBS. The 16 days do not include the initial set up of the Maricopa County site at the co-locate facility. Should Maricopa County require/request additional days to add items not identified in the transition plan, these dates may be negotiated with SIRE, and SIRE may charge those days at their daily rate of $1,350.

4.1 Work with Maricopa to transfer the existing data to the SIRE hosting facility.

4.2 Provide Project Management services to manage tasks, milestones, change control and take the project to completion.

4.3 Provide configuration and setup of the Maricopa system in the SIRE hosting facility.

4.4 Provide testing of the configuration and working with Maricopa during testing of the system.

4.5 Provide and configuration disaster recovery for the system.

5.0 **ADDITIONAL SERVICES AVAILABLE FROM SIRE**

The following services are not included but may be provided against a separate ongoing pool of available service hours or for additional charges.

5.1 Support, development, and maintenance of interfaces (WebCenter, Agenda Plus, Capture, Minutes Plus, Committee Manager, Voting system, SOLAR forms, and workflows)to and from SIRE/SOLAR system.

5.2 Other business needs including, but not limited to, training, special process consulting such as annual close, and report writing.

5.3 Ongoing performance/stress testing outside of comparison benchmarking during the Transition

6.0 **HOSTING REQUIREMENTS**

Maricopa shall retain the option of requesting, on an annual basis, that SIRE provide to Maricopa and/or its auditors a copy of the SAS 70 report, type 1 or type 2 as applicable. Maricopa may at its sole discretion make exception to the delivery of a copy of the report by allowing SIRE to produce said report for viewing purposes only, however, if SIRE exercises this option the production of the

report and length of production time shall be at the county's option, but will not be duly
burdensome.

*Delete Exhibit B-3(Maintenance Agreement) in its entirety and Exhibit B-1 (Response to Functional
Requirements Matrix), B-2 (Functional Requirements Documentation), B-4 (SIRE Software License
Agreement) and B-6 (Travel Policy) remain unchanged*

Add the following terms and conditions as Exhibit B-7

[This space intentionally left blank]

EXHIBIT B-7
ADDITIONAL TERMS AND CONDITIONS

1.0 **DEFINITIONS**

Capitalized terms used in this Exhibit B-7 will have the meanings given below or in the context in which the term is used, as the case may be.

1.1 "Affiliate" of a party means any person or entity that directly or indirectly controls, is controlled by or is under common control with, the party. As used in this definition, "control" means actual or equitable ownership of a majority of the voting securities of an entity (or other securities, partnership interests or means of electing or directing the management of the entity).

1.2 "SIRE Materials" shall have the meaning set forth in Section 4.1.

1.3 "SIRE System" means, collectively, all of the components of the infrastructure and computing environment used by SIRE to perform the Hosting Services, whether owned by SIRE or its suppliers, including the Managed Application(s), SIRE or third party facilities, hardware, operating systems, software applications and associated databases, tables, data and documentation and training materials. "SIRE System" excludes Managed Application(s) to the extent the Managed Application is a third party product provided to SIRE by the County.

1.4 "Content" means any information, data, and any other materials placed by the County and/or its customers and/or by SIRE on the County's behalf onto the SIRE System.

1.5 "Hosting Services" means the physical location, hardware, software and associated operational and support services provided by SIRE on the County's behalf as more fully defined in Exhibit B of the Contract.

1.6 "Managed Application(s)" means the proprietary software application(s) listed in Exhibit B that will be hosted and operated for use in providing Hosting Services to the County.

1.7 "SOLAR" means all of the SIRE applications used by the Maricopa County Clerk's Office including Agenda Plus, Minutes Plus, SIRE Capture, SIRE WebCenter, Committee Manager, and Voting.

2.0 **PERFORMANCE OF THE HOSTING SERVICES**

2.1 **General**. SIRE will perform and provide to the County the Hosting Services described in Exhibit B. Unless and except to the extent the Contract expressly provides otherwise, the County shall use the Hosting Services only for the County's internal business purposes, not for resale or otherwise for the benefit of third parties.

2.2 **Service Levels**. SIRE will perform the Hosting Services in a manner that meets or exceeds any applicable Service Levels set forth in Exhibit B of the Contract. For any failure of the Hosting Services to meet or exceed the applicable Service Levels, the County's remedy shall be as specified in the Contract. Such remedy will be the County's sole and exclusive remedy and SIRE's sole and exclusive obligation and liability in respect of such failure.

2.3 **Use of Third Party Suppliers.** The County acknowledges that SIRE may obtain products and services used in providing the Hosting Services from, and otherwise delegate obligations hereunder to, it Affiliates or other third party suppliers. Unless specifically indicated otherwise, SIRE shall nevertheless be responsible to the County for performance of the Hosting Services based on the use of such Affiliates or third

party suppliers.

2.4 **Right to Make Changes to the SIRE System.** SIRE may make any changes in the SIRE System used in performing the Hosting Services that SIRE determines in its sole discretion to be necessary or appropriate, including changes in facilities, computer hardware, systems and/or applications software, programming languages, data communications, and location of systems and service equipment. SIRE will provide prior notice (or, in the event of an emergency, prompt notice after the occurrence of such emergency) if SIRE believes such changes have a reasonable likelihood of adversely affecting the County's use of the SIRE System.

3.0   CERTAIN CUSTOMER RESPONSIBILITIES

3.1 **County Data and Information.** Whenever SIRE's performance of the Hosting Services is dependent upon the County's furnishing SIRE with legacy or third party applications, including, without limitation, connectivity, data, documents, information, materials or approvals, the County shall furnish such items in a timely fashion in a reasonable format specified by SIRE, or such other format as mutually agreed by the parties in writing. The County is responsible for ensuring that all physical media that the County furnishes to SIRE for processing meet the specifications of the manufacturer of the equipment with which such media are to operate and any other specifications that SIRE may reasonably establish. The County is also responsible for the adequacy and accuracy of all data and information that it furnishes to SIRE and the results obtained there from. The County warrants that any the County-provided specifications or requirements around which Hosting Services are configured will be in compliance with applicable federal, state and local laws and regulations. The County warrants that it has acquired all necessary licenses and consents from third party vendors for those County-provided items required for SIRE to perform Hosting Services hereunder.

3.2 **Access to and Use of SIRE System.** The County agrees that use of the portion of the SIRE System to which access is given for purpose of SIRE providing Hosting Services shall be (i) in compliance with the terms of this Exhibit and all applicable federal, state and local laws and regulations and communications common carrier tariffs, (ii) solely for the County's own internal use in receiving the Hosting Services, unless otherwise permitted under the Contract, and (iii) for proper business purposes. The County will not disclose, download, decompile or re-engineer any Managed Application provided by SIRE or its licensors and used in the performance of Hosting Services. As part of SIRE's security measures, it may assign to the County one or more user or identification codes and associated passwords that will enable the County and its users to access the SIRE System. The County agrees to maintain the security of its user or identification codes and associated passwords and agrees to be responsible for their proper use by its employees and, where permitted, its contractors. The County agrees to comply with any rules of operation and security procedures established by SIRE for access to and use of the SIRE System. The County agrees that neither it nor its employees or agents will attempt to gain or allow access to any data, files or programs of SIRE to which they are not entitled under the Contract, and that if such access is obtained the County will immediately report such access to SIRE, cease all unauthorized access, return all SIRE, third party, or SIRE customer information obtained as a result of such unauthorized access, and safeguard any SIRE, third party, or SIRE customer information obtained as a result of unauthorized access to SIRE Confidential Information. The County will be responsible for the actions of its employees, agents, and permitted contractors in connection with their access to and use or misuse of the SIRE System.

3.3 **Content**. The County warrants that (i) the Content does not and will not contain unlawful, discriminatory, libelous, harmful, obscene or otherwise objectionable material of any kind and does not and will not violate any right of privacy or publicity, (ii) the Content transmitted during the term of the Contract and the use of the SIRE System

pursuant to the this Exhibit will not encourage conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international laws, codes, ordinances or regulations, and (iii) the County shall not attempt to gain unauthorized access to other computer systems, any application/service for which the County has not paid fees to use, or data and information belonging to others that is also hosted on the SIRE System. The County warrants that it will not propagate computer worms, disabling codes or viruses or use the SIRE System to make unauthorized entry into any other computer or machine.

3.4 **Compliance with Laws.** Except as expressly provided in the Contract, the County shall be solely responsible for ensuring that its use of the Hosting Services will comply with all laws, rules, and regulations and decisions imposed by any jurisdiction in which the Hosting Services are received or used.

4.0   PROPRIETARY RIGHTS

4.1 **Ownership**. SIRE (or its licensors or suppliers, as the case may be) will retain ownership of all components of the SIRE System, excluding any County-provided Managed Application, and all intellectual property rights in and to the SIRE System, and to all other proprietary rights, materials, work products or assets that are employed or developed in providing the Hosting Services, including any successors, updates, extensions, derivatives, translations or enhancements of any of the foregoing (in whole or in part, collectively referred to as the "SIRE Materials"). Except as permitted by the Agreement or as SIRE may agree in writing in advance, the County will not copy or use any SIRE Materials in any way that is not authorized by the Contract. Any permitted copies of the SIRE Materials (including derivative works to the extent they incorporate or are based on any SIRE Materials) made by or for the County are and will remain the property of SIRE (or its licensors). The County will reproduce and include on any permitted copies of the SIRE Materials all copyright or other proprietary rights notices or legends that appear on or are otherwise included in the SIRE Materials. SIRE Materials are considered the Confidential Information of SIRE.

4.2 **Grant of Limited License to SIRE.** The County hereby grants to SIRE during the term of the Contract a nonexclusive, nontransferable, limited right and license to access, display, reproduce, process and otherwise use, in compliance with the Contract and for the sole purpose of performing the Hosting Services for the County, the County-provided Managed Application(s), and any Content furnished to SIRE by or on behalf of the County. As between SIRE and the County, the County will retain ownership of all such Content.

4.3 **Reservation of Rights**. SIRE will not be prevented from using in its business any general ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performing the Hosting Services.

5.0   LIMITED WARRANTY AND REMEDY FOR BREACH OF WARRANTY

5.1 **Services Warranty.** SIRE warrants, for a period of thirty (30) days after performance of Services provided on a non-recurring basis, that such Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If the County believes there has been a breach of this warranty, it must notify SIRE in writing within the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then SIRE's sole obligation, and the County's exclusive remedy, will be for SIRE to correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty; provided however, if SIRE is unable to correct such breach the County may terminate the Contract and seek damages subject to the terms of the Contract.

5.2 **Service Level Warranty**. SIRE warrants that the Hosting Services will be performed in

a manner that meets or exceeds the applicable Service Levels (if any) set forth in Exhibit B-9. If SIRE fails to meet the defined Service Levels, SIRE's sole obligation and the County's exclusive remedy shall be as set forth in the Contract.

5.3   **Non-Infringement**. SIRE warrants that the County's access to any SIRE -provided Managed Application(s), will not, to SIRE's knowledge, infringe any third party copyrights, patents or trade secrets that are enforceable under the laws of the United States of America.

    5.3.1   If a third party brings an action against the County making allegations that, if true, would constitute a breach of this warranty, then SIRE will, at its own expense and subject to the provisions of Section 5.4, defend, indemnify and hold the County harmless in such proceeding, and SIRE will pay all settlements, costs, damages and legal fees finally awarded.

    5.3.2   If such a proceeding is brought or appears to SIRE to be likely to be brought, SIRE may, at its sole option and expense, either obtain the right for the County to continue to access the Managed Application(s) or replace or modify the Managed Application(s) to resolve such proceeding. If SIRE finds that neither of these alternatives is available to it on commercially reasonable terms, SIRE may be required to terminate the County's access, in which case the County will receive a refund of the amounts pre-paid by it for the particular Hosting Services that are not provided as a result of such terminated access.

This Section 5.3 states SIRE's entire obligation to the County and the County's exclusive remedy with respect to any claim of infringement.

5.4   **Indemnification Procedures**. SIRE's indemnification obligations are subject to the County promptly notifying SIRE in writing of the claim or action, providing SIRE a copy of all materials in the County's possession or control pertaining to the claim or action, cooperating with SIRE in defending or settling the claim or action, and allowing the SIRE to control the defense and settlement of the claim or action, including the selection of attorneys. SIRE will promptly assume the defense of the claim or action at its own expense, and will pay all costs associated with the defense, including reasonable legal fees and expenses, and the amount of any settlement reached or final judgment awarded against the indemnified party. The County may observe the proceeding and confer with the SIRE at its own expense, and will have the right to approve any settlement agreement purporting to bind the County; such approval will not be unreasonably withheld

    5.4.1 **Exclusions**. SIRE is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Hosting Services by anyone other than SIRE and its subcontractors working at SIRE's direction; (ii) the combination, operation or use of the item with other items SIRE did not supply; (iii) the County's failure to use any new or corrected versions of the item made available by SIRE; (iv) the County's misuse of the Service; or, (v) SIRE's adherence to the County's specifications or instructions.

    5.4.2 **Disclaimer**. SIRE DOES NOT GUARANTEE THE ACCURACY OF ANY ADVICE, REPORT, DATA OR OTHER PRODUCT DELIVERED TO THE COUNTY THAT IS PRODUCED WITH OR FROM DATA OR SOFTWARE PROVIDED BY THE COUNTY. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. SIRE DOES NOT WARRANT THAT THE HOSTING SERVICES OR ACCESS TO THE SIRE SYSTEM WILL BE UNINTERRUPTED OR THAT THE RESULTS OF THE HOSTING SERVICES WILL BE ERROR-FREE.

6.0   **LIMITATION OF LIABILITY AND REMEDIES**

6.1   **Errors in Processed Data**. The County shall be solely responsible for reviewing the accuracy of any processing output provided by SIRE prior to making use of such output, including responsibility for output reports. If any such results are inaccurate due to the fault of SIRE, SIRE's sole obligation shall be to reprocess the affected data at no additional charge to the County. If any such results are inaccurate due to the fault of the County, the County shall provide corrected data and SIRE shall be paid by the County on a time and materials basis to reprocess the corrected data.

6.2   **Loss of Data**. If the County data is lost, corrupted or destroyed while in the possession or control of SIRE due to SIRE's fault or negligence, SIRE will use commercially reasonable efforts to reconstruct such data at SIRE's expense provided any files, data, programs or other information that may be necessary to accomplish such reconstruction but which are not in SIRE's possession or control are promptly furnished to SIRE by the County upon request.

6.3   **Liability Limits.** Except with respect to the County's obligations to make payments to SIRE under the Contract, or otherwise expressly provided in the Contract, each party's cumulative liability for damages for all claim(s) arising out of or related in any way to any of the Services (including without limitation, for breach of contract, breach of warranty, for its indemnification obligation, negligence or other tort claim) shall not exceed, in the aggregate, one fifth of the discounted One Time payment made to SIRE under the Contract for Hosting Services, or, if the claim arises out of or related to Services provided on a non-recurring basis (e.g. start up or transition assistance), the amounts paid under the Contract for such non-recurring services.

6.4   **No Liability for Certain Damages**. In no event shall either party be liable to the other, whether liability arises in contract, tort or otherwise, for any consequential, incidental, indirect, special, exemplary, multiple or punitive damages, regardless of whether it has been advised of the possibility of such damages.

6.5   **Acknowledgment**. The limitations of liability set forth in this Section 6 will survive notwithstanding the failure of any exclusive remedy under the Contract.

6.6   **Exclusions from Limitations**. The foregoing limitations do not apply to SIRE's indemnification obligations under Section 5.3.

6.7   **Savings Clause**. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

7.0   **Confidentiality.**

7.1   **Confidential Information.** "Confidential Information" means non-public information belonging to or in the possession of a party that is confidential or a trade secret and is furnished or disclosed to the other party under the Contract (including information exchanged in contemplation of entering into the Contract): (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret.

7.2   **Exclusions**. "Confidential Information" does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of the Contract; (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information; or (v) is required to be disclosed under applicable securities, tax or other regulations.

7.3   **Standard of Care**. "Confidential Information" will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of the Contract or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees: (i) to hold the furnishing party's Confidential Information in strict confidence, affording the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to personnel having a need to know the information for the purposes of the Contract; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of the Contract in order to carry out its obligations and exercise its rights under the Contract; (v) not to sell, rent, lease, transfer, encumber, pledge, reproduce, transmit, modify, reverse engineer, compile, disassemble or otherwise use any Confidential Information of the disclosing party, in whole or in part, and (vi) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure.

7.4   **Compelled Disclosure.** If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by law, but will in doing so make every effort to secure confidential treatment of any materials disclosed.

7.4.1. **Arizona Public Record Law**. The County is subject to the Arizona public record law, A.R.S. § 39-101, et seq. As such, public records are open to the public and subject to disclosure upon request unless restricted by statute. Notwithstanding any other provision in this Contract, the County shall disclose public records in its possession, which are not otherwise protected from disclosure by law.

7.5   **Return or Destruction.** Upon termination or expiration of this Agreement, the receiving party, at the furnishing party's option, will return or certify as destroyed all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that SIRE may retain one (1) copy of all of its work products (including working papers) produced under the Contract for archival purposes.

7.6   **Relief**. Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

8.0   **GENERAL**

8.1   **Export Control**. Both SIRE and the County agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to the Agreement is exported or re-exported directly or indirectly in violation of law.

8.2   **Third Party Beneficiaries.** There are no intended third party beneficiaries of any provision of the Agreement.

8.3   (**This number intentionally left blank.)**

8.4   **Expiration or Termination Transition Services**. In connection with termination or expiration of the Contract, the County may request SIRE's assistance in migrating the County's processing being performed by SIRE under the Contract to the control of the County. Provided the County is current in its payment to SIRE under the Contract, SIRE will perform reasonable transition services under a change order or amendment to the Contract for a period of up to six (6) months on a time and materials basis at SIRE's then current professional services rates. During the transition period, SIRE will provide the County a copy of the County's data in an agreed format, as required for the transition. SIRE may provide additional transition services as mutually agreed between the parties. At the end of the transition period, the County will return to SIRE any SIRE Materials in the County's possession or control and cease all access to the SIRE System.

8.5   **Assignment**. The County may not assign or otherwise transfer its rights or obligations related to the SIRE System without the prior written consent of SIRE, which consent will not be unreasonably withheld.

8.6   **Non-solicitation**. During the term of the Contract and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its Affiliates) any employee of the other party (or any of its Affiliates) who was involved in the performance of the party's obligations under the Contract, unless the hiring party obtains the written consent of the other party. The actual damages attributable to a breach of the provisions of this Section would be difficult to determine and prove. Accordingly, the parties agree that if either party breaches this Section the breaching party will promptly pay the non-breaching party liquidated damages in an amount equal to the employee's annual salary (including bonuses and incentive compensation) prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the parties. The foregoing provision will not prohibit a general solicitation of employment in the ordinary course of business or prevent either party from employing any employee who contacts such party as a result of such a general solicitation or at his or her own initiative without any direct or indirect solicitation by or encouragement from such party.

Add the following terms and conditions as Exhibit B-8.

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EXHIBIT B-8
TRANSITION PLAN OVERVIEW AND HIGH LEVEL TASKS

1.0   OVERVIEW

The purpose of this document is to provide Maricopa County, AZ ("Maricopa") with the overview and high level tasks associated with a transition to SIRE operations.

The tasks in this plan are based upon information provided by Maricopa, as well as SIRE's experience implementing, hosting and maintaining SIRE systems for customers with similar platforms and scope. The tasks will be used as the basis for developing a fully detailed transition plan as one of the key deliverables from the initial planning stage of the transition. Additionally, authorized Maricopa and SIRE representatives will establish a mutually agreed upon checklist of go/no-go decision points with which to make the final decision as to cutover. This checklist will include key milestones throughout the transition period as well as the final criteria upon which the cutover decision will be made. The checklist will be reviewed regularly so there are no surprises as the cutover date approaches.

2.0   PROJECT INFORMATION

Project Name	SOLAR Hosting
Project Sponsors	Fran McCarroll, Clerk of the Board
SIRE Project Manager	Kris Painter, SIRE Project Manager

3.0   PROJECT IDENTIFICATION

Project Request
Maricopa County has requested that SIRE Technologies provide the hosting services and support for the SOLAR system for Maricopa County.

Background

The SOLAR system powered by SIRE Technologies product suite was installed and is currently production for the last 2 years at Maricopa County. The system is used by over 400 users to submit and review board agenda items for meetings managed by the Clerk of the Board's office at Maricopa County. The system is also used by the Clerk of the Boards office to schedule meetings, record minutes, keep the legislative history of items on the meeting, publish the meeting to the web for public access, scan in documents kept by the Clerk of the Board's office and to provide responses to records requests as needed. The system has been supported through the OET office and SIRE currently and is currently installed on hardware located at the county.

Because of OET time constraints, overall costs and product support it was decided that to best serve the Clerk's Office and the county to move the installation of the system to SIRE provided hardware located at a co-locate facility controlled by SIRE and that the support would be provided directly from SIRE for the product.

Business Objectives
The business objective for this project is to implement the SIRE applications in a manner which:
- Improve the management of electronic and paper records in the county

- Reduces time and costs involved in obtaining proper approvals, preparing, processing and preserving official records; reduces the requirements for increasing space needs for files and work space; reduces personnel costs due to the elimination of redundant processing requirements

- Provide timely support for product issues and requests for changes

- Off load the direct support of the product from OET to SIRE

- Provide 24/7 up time and monitoring of the system.

- Work with the Clerk of the Board's Office to accommodate their on-going business processes and needs using the SIRE Maintenance Issue Severity Definitions referenced in Exhibit B-9.

- Provide product releases and updates to the product

- Provide recommendations and suggestions of ways to better utilize the system

Critical Success Factors
The project will be deemed a success when the following conditions are met:
- The county users of SOLAR can submit and review agenda items for meetings using the hosted site

- The Clerk of the Board's office can create meetings, organize meeting items, take minutes using the hosted site

- Support of the system has been transferred to SIRE for system issues and changes directly

- Scanning and retrieval of documents can be accomplished to and from the hosted site

- A SIRE person has been hired and working with the Clerk of the Board's Office effectively (the Administrator – See job description of Administrator – Exhibit B-10).

- Public access to the meetings is retrieving the data from the hosted site

- Processes have been established for communication and ongoing system needs

- OET desktop support and help desk is working together with SIRE for support at the desktops

4.0   SCOPE OF EFFORT / STATEMENT OF WORK (SOW)

In Scope
The following activities and/or deliverables will be completed as part of this Statement of Work:
- Maricopa County's SOLAR system installed at the SIRE co-locate facility

- All existing data currently residing in SOLAR copied to the SIRE co-locate facility and functional

- Testing of the SOLAR system from the SIRE co-locate facility

- Training of the SOLAR users on 5.2 and the new location in conjunction with the county

- Hiring and training of person located at the Clerk of the Board's Office to support SOLAR

- Public Access to meeting information available

- Creation of support processes for ongoing needs

- Resolution of issues identified during acceptance testing

- See WBS spreadsheet for detail scope of work tasks

Out of Scope
The following activities and/or deliverables are considered out of scope for this Statement of Work. Items that are out of scope can be brought into scope through the change procedure defined in the Change Management section of this document.

- Video – Set up and application will remain the same. No changes

5.0 MANAGEMENT APPROACH

The primary objective of the project managers is to manage the project to completion on time, within budget and without surprises. Key elements of the management approach are briefly described below.

Plan Management

The Clerk of the Board's office in conjunction with SIRE will develop a project plan at the beginning of this project and both will sign off prior to work beginning on the project. The Work Breakdown Structure (WBS) provided along with the project plan will be updated on a weekly basis with information supplied by all team members in the progress reporting process. Actual effort expended and revised estimates-to-complete will be recorded in the WBS project schedule weekly, and the updated plan will be reviewed for variance to schedule and/or budget. Components of the updated project plan will be provided each week with the status report. Potential changes to the project schedule and/or estimates will be controlled through the use of the change procedure as described in this project plan.

Communications Management

Communications Management will focus on providing regular updates on the contributions, commitments and challenges for the project effort to the Sponsors and project team.

It is expected that the SIRE Project Manager will work closely with the Clerk of the Board's Office and OET throughout the project. This includes, at a minimum, weekly correspondence to provide a status update. The county resources which will be utilized on this will be identified up front from both the Clerk of the Board's Office and OET. All project team members roles will be clearly specified and expected to fully participate in the project based on their role. In addition to the weekly project status update, SIRE will immediately notify the project Sponsors of project issues, changes to the project timeline or risks to the project which will affect the success of the project and/or the project schedule.

The SIRE Project Manager will conduct a weekly project status documenting the schedule, accomplishments for the prior week, accomplishments planned for the following week, acceptance and change management, and project issues. This weekly report will be sent to the Sponsors and project team. It is expected that all task status be submitted to the SIRE Project Manager at a minimum of one day prior to the status meeting. The SIRE Project Manager will also provide periodic status updates to the Project Sponsors as needed.

Issues / Task Management

An issue or task is defined as any item adversely affecting execution of the project plan or a dependency to complete others. Issues / tasks may adversely impact the cost, time frame and/or quality of the deliverables of the project. The SIRE Project Manager will be responsible for tracking and ensuring all issues / tasks are resolved or completed. In the event the Project Manager is unable to resolve an issue / task, the item will be brought to the attention of the Project Sponsors for resolution. An excel spreadsheet will be used to track the project issues / tasks and to keep status of their completion and time frames. (See WBS spreadsheet.)

Quality Assurance Approach

A combination of techniques will be used to ensure this project produces the intended results with no adverse effects to the user community or business interruption. Deliverable reviews and standard IT industry approaches for business process analysis, software modifications, gap analysis and acceptance testing will be the primary means of ensuring quality.

Risk Management

Risks are events that can impact the 'success' of the project. The SIRE Project Manager will be responsible for tracking and ensuring risks are mitigated. In the event the Project Manager is unable to mitigate the risk,

the risk will be brought to the attention of the Project Sponsors for resolution. Risks will be categorized as follows:

1. Scope, Technical or Quality Risks:
   Project changes or additions, required customizations, technical design issues

2. Management Risks:
   Lack of proper management, resource issues, sponsorship,

3. Organizational Risks:
   Slow decision-making, interruption of funding, changes in corporate goals or strategy, labor issues, end-user buy-in

4. External risks:
   Delivery of equipment, environment issues, construction

5. Training risks:
   High level of coordination and planning will be required to make sure staffs are trained. Proper training in all aspects of the application is a must.

When project risks are identified, the project managers will discuss ways to mitigate the risk, agree on a contingency plan and decide the trigger points for action.

Change Management

SIRE recognizes that changes are a normal part of the project life cycle, and that managing change is critical to the project's ultimate success. The change procedure will be used in any situation where a change occurs to the project as defined in this Statement of Work. The SIRE Project Manager will be responsible for tracking and ensuring all change requests are addressed.

Any change modifications resulting in the delay of project completion or addition of resources (money, people, hardware, software, etc.) will be subject to formal agreement. The Project Sponsors are responsible for approving/disapproving all change requests. Types of Change Requests are listed below:

1. *Show-stopper***:** This type of issue is mission critical to the SOLAR System and the user community cannot possibly do their work unless the project team resolves it.

2. *Work-around***:** This issue is a feature or function of the SIRE product 'out of the box' that doesn't fit the model of how the user visualizes the product should be. It can also be a malfunction of the product that needs to be addressed (a bug). Work can continue forward with adjustments on the part of the end user.

3. *Nice-to-have***:** This issue is a special request for SIRE Technologies to provide to the County. This issue helps drive new features and functions of the product.

4. *The Change Process*:

   a. The county's project team or SIRE project team contact the SIRE Project Manager to discuss how the change will be handled.
   b. The SIRE Project Managers and the Project Sponsors will agree on how the change impacts the scope of work. They agree if the change can be incorporated as part of a release, handled as part of the original project scope or may require additional cost.
   c. The SIRE Project Manager and the Project Sponsors will then work together to establish a technical specification if they agree it is needed.
   d. SIRE Project Manager will work with their internal development group to understand the requirement.
   e. SIRE Project Manager will then report back to Project Sponsors of what the change requires for implementation.
   f. A change order form is used to communicate the required change.

Significant changes in scope will be subject to Project Sponsors / SIRE's agreed change management process. Any modifications resulting in the delay of project completion or addition of resources (money, people, hardware, software, etc.) will be subject to formal agreement.

Acceptance Management

Deliverables have been defined throughout the life of the project. These provide the building blocks that move the project towards final completion of the scope as defined in the project plan and contract. Acceptance means that appropriate reviewer agrees that the deliverable meets the criteria and can be used as input to related future deliverables. Acceptance of deliverables on a timely basis is critical in order to avoid delays to the project. In some cases, physical sign-off by appropriate project team member may be required to sign prior to start of development or coding when required.

6.0   PROJECT ASSUMPTIONS

- The county is committed to help coordinate required tasks and provide resources.

- The county has prepared all stakeholders (those who are positively or negatively affected by this project) in all departments to support this effort.

- The SIRE staff and county staff will work directly with each other and make a good faith effort to assure that county's needs are met.

- Once this project begins, changes in scope may be necessary. The SIRE Project Manager will maintain adequate control over project scope and use the adopted Change Order document to determine and notify all of project impacts.

- Resources from the county will be available to help SIRE Technologies define and formulate business processes as required.

- The county has prepared the schedules of all stakeholders and the user community to devote the necessary time and energy into appropriate training on the SIRE products.

- The county's OET Office will assist Sire by providing remote access via GoTo Meeting as required to meet deadlines and access to servers to configure the application and retrieve data.

- The county will appoint someone responsible to work with SIRE throughout the project as a resource to provide system administration, remote access as needed for configuration of the system and to participate in project tasks.

7.0   PROJECT CONSTRAINTS

- Absences by team members, whether planned or unplanned, whether from the county team or SIRE Technologies team, may impact the project timing.

8.0   WORK APPROACH AND DELIVERABLES

SIRE will use parts of the Project Management Institute (PMI) methodology for this project.

PMI provides a framework to plan, select and implement package software solutions.

The following sections provide a description of the major tasks and deliverables to be completed within the scope of this Statement of Work. Each deliverable includes a description and acceptance criteria. These deliverable definitions will be used in the deliverables signoffs and final project completion signoff.

Project Management Tools

Initiation Documents

The purpose of the phase is to initiate, organize, and define the overall scope and approach of the project. The following deliverables/activities will be created or performed during this phase of the project:

Deliverable	Purpose/Description	Acceptance Criteria	Key Activities/Responsibility
Project Plan	*The Project Plan expresses the understanding of the project in writing and how to accomplish the project objectives.*	*This deliverable is completed when the Project Plan defines the goals of the project, key deliverables, resource roles, and project management procedures.*	*Create and Maintain: SIRE with input from Maricopa County* *Review and Approve*
Project Trip Reports	*The Trip Reports define the on-site objectives and include a daily site visit schedule that identifies tasks, resources required, etc.*	*This deliverable is completed for each scheduled on-site by SIRE.*	*Create and Maintain:* *SIRE with acceptance by Maricopa County*
Issue / Task List	*Issue/Task Log will detail the tasks / issues required to meet the goals and objectives in the Project plan. It provides item description, resource assignment, date reported, date due, any comments.*	*This deliverable is an on-going document and will be used to manage all items listed until resolved.*	*Create and Maintain: SIRE and Maricopa County.* *Review and approve: SIRE and Maricopa County.*
Project Risk, Change Management, and Acceptance	*The project Risk, Change Management, and Acceptance lists document items related to these specific areas of project management.*	*Known changes, risks, and issues are recorded and updated to reflect current status of the project.*	*Create and Maintain: SIRE Project Manager.* *Input: Maricopa County and SIRE.*
Project Status Report	*The weekly project status reports provide current information as to the status of in process tasks, future tasks, new issues, new change requests, and the overall state of the project.*	*Project sponsors and project team members are informed of the status of the project on a weekly basis.*	*Create and Maintain: SIRE Project Manager with input from Maricopa County and the Project Team.*

SIRE Product Implementation

This phase entails the bulk of the project and encompasses planning, preparation and the implementation of the SIRE system. The following deliverables/activities will be created or performed during this phase of the project:

Deliverable	Purpose/Description	Acceptance Criteria	Key Activities/Responsibility
Install SIRE	*SOLAR installed at SIRE co-locate facility*	*Application accessible and working as it is currently at Maricopa County*	*Copy all existing data, Install and configure SOLAR data at co-locate. – SIRE, OET*
System Configuration	*SIRE application to be configured to accommodate SOLAR business functions.*	*Configuration / designs / functionality are reviewed and approved*	*Configure system: SIRE.* *Review and approve: Maricopa County*
Training	*Coordinate training as required in some cases using train the trainer sessions.*	*Training has been held for all work areas affected by the new system.*	*SIRE with assistance from Maricopa County.*
Acceptance Testing	*Testing system functionality and data conversion will be validated. Test scripts will include expected results as to functionality and business objectives met.* *Test case scenarios are conducted, results are documented and compared to expected results, identified problems are resolved and retesting occurs as necessary.*	*Testing is reviewed for completeness.* *Test results are reviewed and approved.* *Problem resolutions are verified and approved.*	*Create scripts: Maricopa County with assistance from SIRE.* *Acceptance Testing – Maricopa County* *Problem Resolution: SIRE* *Verification: SIRE and Maricopa County.*
Implementation	*SIRE application is running in production environment.*	*Production change notification sent.* *SIRE application brought up successfully in production environment.*	*Implement: SIRE with assistance from Maricopa County.*

Project Closure

This activity brings the project to completion. Documentation necessary to support the system is completed and the project is closed out. A meeting to be coordinated with SIRE Salt Lake Support office to formally hand off from SIRE Project Team to SIRE long term support

group. The following deliverables/activities will be created or performed during this phase of the project:

Deliverable	Description	Acceptance Criteria	Responsibility
Application Profile and Related Support Documentation	*Provides basic information describing the application, user community, architecture, etc., for support purposes, to include disaster recovery information.*	*The fundamental information for supporting the application is available and primary and secondary support staff is identified.*	*Create and Review: Maricopa county and Project Staff* *Approval: Maricopa county project sponsors.*
Post Project Review	*Evaluation of the success of the project and lessons learned.*	*Findings are reviewed by the project team. All agree that the artifact accurately reflects the project successes and areas for improvement.*	*Post Project Review: Maricopa Project sponsors and Project Team.* *Post Project Audit:*
Project Hand-Off to SIRE SLC Support	*A meeting to be coordinated with SIRE Salt Lake Support office to formally hand off from SIRE Project Team to SIRE long term support group.*	*Completion of call with SIRE Support Operations Director and Maricopa county.*	*Support Hand-Off: Maricopa county Project Sponsors and SIRE Long Term Support.* *SIRE Project Manager and Director of Operations.*

9.0 ROLES AND RESPONSIBILITIES

Maricopa County Responsibilities

The Maricopa County is responsible for the following and will assume the following roles during this project.

Project Sponsor: The Project Sponsor is a senior administrator within the organization who has the authority to approve the use of Maricopa County resources and make decisions on behalf of the organization as it relates to this project. Specific responsibilities include:

- Champion the project
- Accept responsibility for problems/issues escalated by the Project Manager
- Review and approve (sign-off) deliverables during the course of the project.

Fran McCarroll, Maricopa County Clerk of the Board, will serve as the Project Sponsor for this project.

Department Subject Matter Experts: Members of the Clerk of the Board's Office will participate in the implementation of the SIRE application by providing business domain knowledge for process and work flow design/verification, configuration settings, and user acceptance testing. Staff from the various Maricopa County departments will provide business domain knowledge appropriate for their areas and use of the system.

Maricopa County Project Resources: The project will utilize resources as needed from both the Clerk of the Board's Office and OET groups to perform technical and analytical tasks normally

associated with the deployment of a system. Maricopa County resources will perform tasks associated with their roles as defined by the project plan.

SIRE Technologies Responsibilities

Engagement Manager: The Engagement Manager is a senior executive within the organization who has the authority to approve use of SIRE Technologies resources and make decisions on behalf of the organization as it relates to this engagement. Specific responsibilities include:

- Overall responsibility for engagement success

- Ensures all SIRE Technology project practices and quality procedures are followed

- Point of contact for escalation of issues, above the Project Manager level, in conjunction with Project Sponsors.

Kris Painter will fulfill this role on behalf of SIRE Technologies.

Project Manager: The Project Manager is the focal point for defining the needs of the project and ensuring the project objectives are reached. It is expected that SIRE Project Manager will work closely with the county throughout the project. Specific responsibilities include:

- Managing SIRE Technologies portion of the project scope, schedule, and task assignments.

- Coordinating the review of completed project deliverables.

- Provide weekly project status communication to the county on a regular basis.

- Participating in status meetings

- Coordinate resources to address issue/ task log items

- Provide on-site Trip Reports / Daily On-site Schedules for SIRE resources

Kris Painter will fulfill the role of Project Manager on behalf of SIRE Technologies for this project.

Development and Implementation Resources: SIRE project resources will be assigned to perform technical and analytical tasks normally associated with the deployment of a system.. SIRE Technologies resources will perform tasks associated with their roles as defined by the SIRE Technologies Project Manager.

Project Manager, Kris Painter

Project Organization

- *Project Sponsor:* The person or group providing financial resources, in cash or in kind, for the project.

- *Account Executive:* Individuals responsible for the project scope

- *Engagement Manager:* The Engagement Manager is a senior executive within the organization who has the authority to approve use of SIRE Technologies resources and make decisions on behalf of the organization as it relates to this engagement. Specific responsibilities include:

  o Overall responsibility for engagement success
  o Ensures all SIRE Technology project practices and quality procedures are followed
  o Point of contact for escalation of issues, above the Project Manager level, in conjunction with Project Sponsors.

- *Project Manager*: The Project Manager is the focal point for defining the needs of the project and ensuring the project objectives are reached. It is expected that SIRE Project Manager will work closely with the county throughout the project. Specific responsibilities include:
    - o Managing SIRE Technologies portion of the project scope, schedule, and task assignments.
    - o Coordinating the review of completed project deliverables.
    - o Provide project status communication to the county Project sponsor and team.

- *Stakeholders*: Individuals and organizations actively involved in the project, or whose interests may be affected as a result of project execution or project completion.

- *Subject Matter Experts*: Individuals with expertise about systems or processes required to complete the project and/or make it successful.

- *SIRE Administrator*: Individual responsible for becoming expert in SIRE's use, and to administer the SIRE product suite and act as first-level support for end users.

- *Technical Support:* Individuals with expertise about the system being implemented.

Project Directory / Roles and Responsibilities

Assigned	Role	Email	Phone
Craig Petersen (SIRE Technologies)	*Account Executive*	cpetersen@siretechnologies.com	801-910-5905
Kris Painter (SIRE Technologies)	*Engagement Manager*	kpainter@siretechnologies.com	
Kris Painter (SIRE Technologies)	*Project Manager*	kpainter@siretechnologies.com	801.415-0608
Kyle Young (SIRE Technologies)	*Subject Matter Expert Design/System Engineer*	kyoung@siretechnologies.com	801.415.0618
Mike Tams (SIRE Technologies)	*Subject Matter Expert Installation / Training*	mtams@siretechnologies.com	801.415.0657 801.808.3177
Adam Ford (SIRE Technologies)	*Subject Matter Expert Installation*	aford@siretechnologies.com	
Help Desk (SIRE Technologies)	*Technical Support Post Implementation*	Support@SIRETechnologies.com	801.415.0626
Fran McCarroll, (Maricopa County, Clerk of the Board)	*Project Sponsor*	fmccarro@mail.maricopa.gov	602.506.3767 ~~Cell: 602.509.0279~~ ~~Home: 602.631.3971~~
Connie Copeland (Maricopa County, Deputy Clerk of the	*Deputy Clerk of the Board Business Processes*	copelandc@mail.maricopa.gov	602.506.7069 ~~Cell: 602.738.5931~~ ~~Home: 623.594.0017~~

Assigned	Role	Email	Phone
Board)			
Barbara White (Maricopa county, OET)	OET	bwhite@mail.maricopa.gov	602.506.5203
Les Osvold (Maricopa County, OET)	*OET*	lesosvold@mail.maricopa.gov	602.506.7087
Mike Komorowski (Maricopa county, OET)	Systems Administrator	mikekomorowski@mail.maricopa.gov	602-506-1004

10.0 TIME AND COST

A logical implementation plan will be designed to install and configure the SIRE suite of products specified in the scope statement as each component builds on the other. Implementation services and costs will be discussed with the SIRE Project Manager and Maricopa County Project Sponsor.

Transition High Level Tasks (Dates to be revised based on signing date.)

WORK BREAKDOWN STRUCTURE

Project Name: SOLAR Hosting Project

Customer Name: Maricopa County Clerk of the Board

Legend:
Items In RED Current Priorities
GRAY Bar - Days to Task Completion
BLUE Bar - Current Status / or Complete
Red Vertical Line | - Today's Date

Today's Date: 8/13/2010

Viewing Weeks: 8/30/10 - 7/25/11

WBS	Tasks	Task Lead / Resources	Start	End
	Phase ONE - Sept - Nov 2010			
0.00	**Project Planning**		9/01/10	9/03/10
0.01	SIRE receives PO and go ahead	Materials Mgmt/Clerk's Office/OET	9/03/10	9/03/10
0.02	Create and Sign off Project Plan	SIRE PM / Clerk's Office/OET	9/06/10	9/08/10
0.03	Create and Sign off on WBS Requirements	SIRE / Clerk's Office/OET	9/06/10	9/08/10
0.04	Create and Sign off on SLA	SIRE / Clerk's Office/OET	9/06/10	9/08/10
0.05	Kick-off of Project	SIRE / Clerk's Office	9/06/10	9/06/10
0.06	ISR OET Resource Request	Barb White	8/30/10	8/31/10
1.00	Co-Locate Configuration for Maricopa			
1.01	**Configure site for Maricopa at SIRE Co-Locate Facility**	SIRE	9/20/10	9/21/10

1.01.1	Take Snapshot to certain date of Maricopa data database and files copied to external drive provided by SIRE	OET Dev /SIRE	9/15/10	9/16/10
1.01.2	Copy data from County to Co-locate servers	SIRE	9/22/10	9/22/10
1.01.3	Install 5.2 update to Maricopa site at SIRE Co-locate site	SIRE	9/23/10	9/23/10
1.01.4	Test Configuration and site	SIRE	9/27/10	9/30/10
1.01.4	Make any necessary adjustments	SIRE	9/27/10	9/30/10
1.01.5	Install on test systems at Maricopa new desktop apps for hosting (Capture, Minutes Plus, Agenda to Go, Encoder changes)	SIRE/Clerk's Office/OET PC/Lan	9/27/10	9/30/10
1.01.6	Test Configuration and site with Maricopa Clerk's Office	SIRE/Clerk's Office	10/04/10	10/08/10
1.01.8	User Acceptance Testing	SIRE/Clerk's Office	10/04/10	
1.01.9	User Testing Signoff	Clerk's Office	10/08/10	
1.01.10	Make any necessary adjustments	SIRE	10/04/10	10/08/10
1.01.11	Determine date for cut over to hosting	SIRE/Clerk's Office	10/08/10	10/08/10
1.01.12	Get final copy of data on external hard drive from Maricopa to SIRE	SIRE/OET Dev	10/22/10	10/22/10
1.01.13	Configure from test site production hosting site	SIRE	10/11/10	10/13/10
1.01.14	Place final copy of data on co-locate production systems	SIRE	10/22/10	10/23/10
1.01.15	Install in production new desktop apps for hosting (Capture, Minutes Plus, Agenda to Go, Encoder changes)	SIRE/OET PC/Lan	10/21/10	10/22/10
1.01.16	Point Maricopa public web site to co-locate	SIRE/ Rachel Evans	10/22/10	10/22/10
1.01.17	Change Control	Barb White		
1.01.18	Go Live	SIRE/Clerk's Office	10/25/10	10/25/10
1.02	**Training**			
1.02,1	Train submitters on 5.2, new location, support	SIRE/Clerk's Office	10/18/10	10/19/10
1.02.2	Train reviewers on 5.2, new location, support	SIRE/Clerk's Office	10/18/10	10/19/10
1.02.3	Train Clerk's Office on 5.2, new location, support	SIRE/Clerk's Office	10/20/10	10/21/10
1.03	**SIRE Person located in Clerk's Office**			
1.03.1	Create job posting and description	SIRE/Clerk's Office	9/06/10	9/07/10
1.03.2	Post open position internally	SIRE	9/06/10	9/20/10
1.03.3	Post in position in Arizona	SIRE	9/06/10	9/20/10
1.03.4	Conduct Interviews	SIRE/Clerk's Office	9/21/10	9/23/10
1.03.5	Hire person for Clerk's Office	SIRE	9/29/10	9/29/10
1.03.6	Train Person on Clerk's Office business processes	SIRE/Clerk's Office	10/14/10	10/23/10
1.03.7	Train Person on SIRE product specific to Maricopa	SIRE/Clerk's Office	10/20/10	11/03/10
1.03.8	Person supports, make changes for SOLAR system at direction from Clerk's Office	SIRE	11/15/10	11/15/10
4.00	**General**			
4.02	**On-Going Operations & Support**			
4.02.01	Review Methods to Monitor SIRE System	SIRE / Clerk's Office/OET	10/25/10	12/17/10
4.02.02	Administrative Responsibilities Assigned	SIRE / Clerk's Office	10/25/10	12/17/10
4.02.03	New Version Releases / Upgrades / Patches Procedure Defined	SIRE / Clerk's Office	10/25/10	12/17/10
4.02.04	Conduct Post-Implementation SIRE Support Hand-off Meeting	SIRE / Clerk's Office	10/25/10	12/17/10

Add the following Exhibit B-9

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EXHIBIT B-9
Service Level Agreement

1.0 **OVERVIEW** The service level agreement outlines the basic framework for measuring SIRE's and the County's performance against the service level agreement.

Agreement

1.1 **Standard Definitions.** The following definitions relate to this Service Level Agreement and the associated service Level Metrics

1.1.1 "SIRE Application Availability" – The SIRE application is considered available when a properly configured computer is capable of successfully executing a standard online Screen transaction from an end user workstation. An online transaction can be an add, change or delete; can be a request to view a record or document from a workstation displayed screen. SIRE monitoring and measurement will be within the Point of Demarcation.

1.1.2 "SIRE Application Execution Time" – The time required for the SIRE application to perform certain processing such as adding a record, scanning a page or batch, compiling a meeting agenda or minutes, publishing an agenda or minutes, opening a workflow item. A baseline will be established for Maricopa for the execution times.

1.1.3 "Availability Percentage" is the percentage of scheduled time the respective production application is available to users during the defined Hours of Operation. Availability Percentage is calculated by taking the "planned minutes available per month (PMA)", subtracting "minutes not available per month (MD)", and dividing that result by "planned minutes available. Equation: (PMA – MD) / PMA.

For example, if the monthly planned Hours of Operation are every day, Monday to Friday from 6:00 a.m. to 7:00 p.m. and Maricopa experienced three (3) hours of unavailability during the month of January, then the mathematical representation would be:

PMA = 22.5 days/month x 13 hours/day x 60 minutes/hour = 17550 minutes/month MD = 3 hours/months x 60 minutes/hour = 180 minutes/month Availability Percentage = (PMA-MD)/PMA = (17550 – 180) / 17550 = 98.97%

Scheduled outages are documented, approved, planned and scheduled in advance and are not considered MD for purposes of this calculation. This includes all Scheduled Maintenance Periods. Unavailability caused by components for which Maricopa is responsible (to be jointly determined and documented) will be considered scheduled outages as well for this calculation. MD includes unscheduled outages associated with a Critical Issue reported by either party. This excludes incidents not attributable to SIRE and/or causes for which SIRE is not independently accountable.

1.1.4 "Hours of Availability" for online access to the System and environment(s) are 24 hours a day and 7 days a week. Occasionally on weekend and off-hours the system will be unavailable for system maintenance but will be coordinated and agreed upon in advance.

1.1.5 "Infrastructure Availability" is considered for connectivity to the SIRE hosted facility from Maricopa, desktop workstations, encoder, voting server and network availability. The infrastructure at Maricopa would be available 24 hours a day and 7 days a week. Support for the infrastructure availability would be coordinated and supported by OET.

1.1.6 "Issue" is a material deviation of the System to function per its baseline specifications. An

Issue can also be associated with the underlying environment/infrastructure if it is impacting the Environment Metrics. Issues will be initially classified by the party identifying the Issue in accordance with the Issue Severity definitions defined herein. Resolution of the Issue will proceed in accordance with such classification until one or both of the parties revise the Issue Severity level for the Issue as part of the coordinated effort defined in paragraph 1.1.8.

1.1.7   "Issue Priority" is the priority of any Issue, as assigned by Maricopa. This priority indicates, within an Issue Severity level, the relative order in which Issues will be handled by SIRE. Priority can be defined as "Urgent", "High", "Normal", and "Low".

1.1.8   "Issue Severity" is the severity assigned to all Issues, as ultimately managed by SIRE with input from Maricopa. After initial assignment by the reporting party, this assignment is made as a coordinated effort between the Parties based on the definitions of the severities, possible workarounds, and the impact on the functionality. The definitions in Exhibit B-9, which correspond to the SIRE Standard Maintenance Agreement, apply.

SIRE Maintenance Issue Severity Definitions

Severity	Definition
1 - Critical	A problem causing critical impact to the client's business operation, and no workaround is immediately available. Use of the System cannot continue. Resolution efforts begin upon notification and continues until resolved. If resolution requires a software correction, it is delivered as soon as resolved. Example : The Business is Down and Inoperable
2 - Serious	A problem causing significant impact to the client's business operation, and any workaround is unacceptable on a long term basis. Essential functions of the System are affected such that there is a significant impact to the client's business operations. Work begins after Priority 1 Issues are resolved. If resolution requires a software correction, it is made available as soon as resolved. Example: Major Operations of the Business are either Down and Inoperable while some can continue
3 - Moderate	A problem that impairs some functionality, but a practical workaround exists such that there is not a material impact to the client's business operations. If resolution requires a software correction, this is fixed in the next Hot Fix release if reported prior to release cut-off date. Example: One or more business process are impacted, either in timeliness or available, but the business is operational
4 - Minor	A problem that does not affect any production functions of the software and may be cosmetic in nature. A software defect exists but does not impede any functionality. These Issues are generally fixed in next major release if reported prior to release cut-off date. Example: There are some issues with the normal processing, but the business is operational

"Minimum Service Level" is the level below which is considered a failure in SIRE performance, which may result in Service Credits awarded to the client by SIRE.

1.1.9   "Point of Demarcation" is the point(s) at the SIRE data center in which the System is operating where all related infrastructure is solely under SIRE's purview and management.

1.1.10   "Scheduled Maintenance Period" is anytime when planned maintenance is to be performed on the System. The standard server Scheduled Maintenance Period is Friday from 6pm MST to Sunday at 7pm MST, though generally not lasting the entire period.

1.1.11   "Service Credits" are credits of a portion of the monthly fees paid by Maricopa to SIRE as a result of a failure to achieve the specified Minimum Service Level for a specific Service Metric. The Service Credit is equal to the ongoing monthly fees multiplied by the Service Penalty for the respective Service Metric. Service Credits will accrue and be reconciled annually. Credits may be applied to outstanding invoices or pending services. Any balance at the end of the contract term (including any subsequent renewals after the original term) would be refunded to the County. Additional details and limitations on this calculation are defined in Section 1.4.

1.1.12   "Service Level" is a target for a specific Service Metric against which SIRE's performance is to be measured and reported. "Service Levels" are the collective set of Service Levels across the respective Service Metric, specifically including the Minimum Service Level.

1.1.13   "Service Metrics" are the specific units of measure mapping to Maricopa's business objectives for which Service Levels are established.

1.1.14   "Service Penalty" is the amount for each Service Metric that is factored against the monthly fees for purposes of calculating any Service Credits relative to the applicable Service Level(s) during a given Measurement Interval.

1.1.15   "System" is the baseline SIRE production application.

1.1.16   "Total Planned Uptime" refers to the total minutes in the month of Infrastructure Availability excluding all planned maintenance activities and other planned outages. Infrastructure Availability is measured 24/7/365 based on the number of minutes in the calendar month being measured.

1.1.17   "Total Uptime" refers to the total minutes in the month of actual Infrastructure Availability. Total Uptime does not include unscheduled outages (or downtime), which are determined by incidents reported by either Party, excluding incidents not attributable to SIRE and/or causes for which SIRE is not independently accountable. Availability will be based solely on performance of SIRE's responsibilities. Unavailability requested or induced by the client, or caused by components for which the client is responsible will be considered planned outages.

1.1.18   "Uptime Percentage" refers to the percentage of minutes that the infrastructure is fully operational or is unavailable due to Scheduled Maintenance Periods. In general, uptime computations are based on the duration of unscheduled outages (or downtime) for the system being measured against planned uptime.

The calculation is: Uptime Percentage = (Total Uptime / Total Planned Uptime).

1.2 **Scope of Applicability**

1.2.1   The Service Metrics and Levels are applicable to the infrastructure and environment as well as the System, as appropriate for each Service Metric. They are not applicable to any customizations or enhancements to the SIRE application. With the exception of the Environment Metrics for interfaces being operated in the SIRE managed environment, the Service Metrics are not otherwise applicable to any interfaces to/from the System.

1.2.2   The Service Metrics and associated Service Levels apply to the production environment and use of the production system. In the event that a single Issue affects more than one Service Level, only the Service Metric with the highest Service Penalty will apply with respect to any Service Credits issued by SIRE to Maricopa. However, other unrelated incidents will be

considered as separate events and aggregated with respect to measuring performance against each Service Metric and associated Service Levels.

1.2.3   At the start of the twelve- (12-) month period following the Effective Date of this Exhibit B-9 (each such twelve- (12-) month period being a "Contract Year") and then every six (6) months thereafter throughout the Term, Maricopa and SIRE will mutually agree in writing upon a processing schedule that supports Maricopa's business needs and identifies any times/days where the System and SIRE's services defined herein apply and do not apply, including Maricopa special processing periods, holidays, maintenance windows, etc. As part of this effort, the Applicability Factors (as set forth in Exhibit) for the Service Metrics will also be reviewed. Any adjustment to the Applicability Factors or material impact to changes in the processing calendar will be handled via the change control process.

1.2.4   Every effort is to be made by Maricopa and SIRE to coordinate Scheduled Maintenance Periods at least thirty (30) days in advance. Exceptions may be needed if a situation arises that puts achievement of the target Service Metrics and associated Service Levels at risk, hence jeopardizing expected operations of the System. Such maintenance shall be timed to coincide with times of minimal traffic or use for Maricopa. SIRE reserves the right to immediately request and institute a Scheduled Maintenance Period at any time of the day if SIRE reasonably determines that a failure to act immediately would lead to significant harm to either SIRE or Maricopa and Maricopa has approved such action in writing. Scheduled Maintenance Periods under these circumstances cannot be associated with an Issue or a situation that SIRE could have reasonably been expected to mitigate within SIRE's boundaries of responsibility under this agreement.

1.2.5   Maricopa suspends any specific Service Metric and associated Service Level that will subsequently not be met due to Maricopa failing to perform its responsibilities. SIRE performance against any suspended Service Metric and associated Service Level will be reinstated once the corresponding activity has been performed. Maricopa agrees to hours of availability reciprocal to the Hours of Availability defined herein so as to support effective escalation and not to impede collaboration and support in resolution of Issues affecting Service Metrics and associated Service Levels. If Maricopa County is found to be the source of an outage, then the time lost due to their actions will be subtracted from the Total Planned Available Time and that new total will be used for the monthly metric.

1.2.6   Any events or situations affecting the System for which SIRE is not solely responsible will not be counted towards SIRE's ability to achieve the Minimum Service Level(s) associated with the respective Service Metric(s). Once SIRE makes available a fix or correction to remediate an Issue impacting one or more Service Metrics, measurement of SIRE's non-conformance with the respective Service Metric and associated Service Levels being impacted ends. As an example, SRIE is not responsible for additional time associated with subsequent Maricopa required approvals or procedures related to the application of the fix or correction. If, upon application of the fix or correction, the Issue is not remediated, SRIE will again be subject to measurement of non-conformance against the Service Metric, upon notification by Maricopa to SIRE or acknowledgement by SRIE to Maricopa of the new or continued situation (e.g. a new Issue is logged). However, none of these situations relieve SIRE from responsibility to support resolution or remediation of a situation if any part of the cause or ability to resolve fall within SIRE's responsibilities as set forth herein.

1.2.7   Service Metrics and associated Service Level calculations will be suspended during an active Force Majeure or when operating the System under a Disaster Recovery scenario. Reporting and calculations will be reinstated once operations resume at the primary SIRE data center or a replacement primary site.

1.2.8   The initial Measurement Interval for purposes of calculating Service Credits begins with the first full month ninety (90) days after the Live Date, however Service Metric and Service Level reporting begins on the Live Date. Notwithstanding the absence of Service Credits during this period, SIRE will continue to remain subject to all its other obligations as set forth in this SLA.

—

1.3 **SLA Management**

    1.3.1   SIRE shall implement and utilize its current measurement and monitoring methods, tools, and procedures to measure and report SIRE's performance of the Services relative to the applicable Service Levels to the extent necessary to produce a monthly report. Any additional reporting or measurement shall be subject to the change control process.

    1.3.2   The monthly report will be delivered to the Clerk of the Board. The report measures and documents the performance of SIRE's Services relative to the Service Levels and Maricopa's usage of Services. The report details the Service Metrics relative to the Service Levels, the actual measured level of performance for each Service Metric, and any resulting monthly Service Credits. A copy of this report will be sent to Maricopa County OET also for review.

    1.3.3   In all cases, SIRE will be responsible for measuring Service Levels and calculating appropriate Service Credits for the parties in accordance with the Service Level Agreement.

1.4   **Service Level Metrics** – Exhibit B9 outlines the specific Service Metrics, the associated Applicability Factors Service Penalties, and Minimum Service Levels by which they will be measured.

    1.4.1   Below the identified Minimum Service Level, Maricopa would be entitled to the associated percentage of the monthly fees as a Service Credit against current monthly fees, capped and not to exceed 15% of the monthly fees for any and all failures during the month in which SIRE's respective performance was below the Minimum Service Level. In no month will the aggregate Service Credit for all failures be greater than this amount.

Service Level Metrics

	Applicability Factors	Service Penalty	Minimum Service Level
Environment Metrics			
Application Availability	Uptime Percentage	5%	99%
Application availability in *critical time periods	Uptime percentage	5%	99.9%
Application Execution Time	Internal Response Time Establish Baseline	3%	TBD
**Infrastructure Availability	SIRE Support Target Status Update: 60 Minutes. Target Resolution or Workaround: 2 hours		99%
**Infrastructure Availability in *critical time periods	SIRE support target status update: 60 minutes. Target resolution or workaround: 2 hours.	3%	99.9%
Issue Response Time Metrics			
Critical	Issue Severity	5%	Target Status Update: 60 Minutes Target Application Resolution or Workaround: 4 hours
Serious	Issue Severity	3%	Target Status Update: 2 hours Target Application

			Resolution or Workaround: 16 hours
Moderate	Issue Severity	NA	Target Status Update: Upon Request Target Status Resolution or Workaround: Agreed upon Hot Fix timeframe
Normal	Issue Severity	NA	Target Update Status: Upon request Target Status Resolution or Workaround: Applicable Release

*Critical time periods include:
   2 hours prior to Chairman's staffing (2 X's per month)
   2 hours prior to draft agenda compile for Chief's staffing (2X's per month)
   2 hours prior to approved/final agenda compile for all agendas (approx. 6-8 X's per month)

** Maricopa County infrastructure is:
Voting, video, operating system hardware and desktop apps.
Maricopa County infrastructure will be addressed in a separate SLA between OET and COB.

1.4.2   Escalation Matrix
    1.4.2.1 For SIRE:
            1st level: Administrator at MC and Matt Baker
            2nd level: Kyle Young
            3rd level: Kris Painter

    1.4.2.2 For Maricopa County
            1st level: Maricopa County Help Desk
            2nd level: Administrator at Maricopa County
            3rd level: Fran McCarroll, Connie Copeland, or designee

1.4.3   Data Recovery
            For inadvertently deleted files: 2 hours
            For corrupted files: 2 hours

Add the following Exhibit B-10

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EXHIBIT B-10
SIRE Administrator located in the Clerk's Office Job Description
(To be finalized during the initial phase of the project)

Purposed Statement: The SIRE person located in the Clerk of the Boards Office will have the business knowledge of Maricopa County's agenda management and document management processes and the SIRE agenda management and electronic document managements systems implemented at Maricopa County called SOLAR. The person must work well in teams and independently to provide advanced technical analysis, application programming, quality assurance, and testing in order to ensure that any software created or enhanced meets the functional requirements of the Clerk of the Board and adheres to all processes and procedures within Maricopa County and SIRE.

Primary Duties:
1. Provide consulting services and take appropriate actions to ensure that the Clerk of the Board meets all critical deadlines and postings.
2. Analyze system-related issues and take appropriate action to ensure that agendas are compiled and agenda items are processed correctly without errors.
3. Make appropriate configuration and software changes to the system to support the business organizational changes.
4. Provide system analysis and compile system change requirements for changes or enhancements requested by the Clerk of the Board.
5. Develop and enhance software to meet the business requirements of the Clerk of the Board while adhering to software development best practices, standards and documentation requirements.
6. Make appropriate configuration and software changes to the system to support the Spanish language requirement.
7. Test all changes prior to having the Clerk of the Board perform user acceptance testing.
8. Work within Maricopa County's User Acceptance, Outage Notification, and Change Control procedures and documentation requirements.
9. Work closely with SIRE to resolve any issue that may arise that cannot be resolved locally.
10. Manage Service Request priorities.
11. Provide user support and training to the Clerk of the Board and assist with training and support for departmental users
12. Document and maintain Maricopa County's specific implementation user guides for both the Clerk of the Board and user community of the SIRE applications.
13. Support SOLAR configuration changes and software upgrades for systems not hosted by SIRE. e.g. Video Encoders and Voting systems etc.
14. Work with OET to integrate the SIRE Pub and the Clerk of the Board's website to have a seamless look and feel.

Reporting Structure: SIRE and Clerk of the Board

Qualifications:

Education: BS or BA degree in Computer Science, Information System, Business or a related field or equivalent experiences. A combination of education and work experience may be substituted.

Preferred education and/or experience: Consulting Services, Program Management, Configuration Management, Software Development including Java Script, VBScript, Visual Basic for Applications, ASP.NET, C#, .NET Frameworks, Transact SQL and Windows Operating Systems

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment is executed on the date executed.

SIRE TECHNOLOGY, INC.

[signature]
Authorized Signature

Mike Painter - CFO
Printed Name and Title

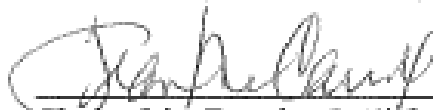2211 W 2300 S WVC, UT 84119
Address

9/21/2010
Date

MARICOPA COUNTY:

[signature]
Chairman, Board of Supervisors

SEP 3 0 2010
Date

ATTESTED:

[signature]
Clerk of the Board 091510

SEP 3 0 2010
Date

APPROVED AS TO FORM:

[signature]
County Legal Counsel

Sept 28 2010
Date

HYLAND SOFTWARE, INC., 28500 CLEMENS RD, WESTLAKE, OH 44145
~~SIRE TECHNOLOGIES, 3676 WEST CALIFORNIA AVENUE, UNIT B100, SALT LAKE CITY, UT 84104~~

PRICING SHEET: 2082001, 20820

Terms:	NET 30
Vendor Number:	~~W000003240 X~~ **2011002656 0**
Telephone Number:	~~801/977-8608~~ **801-415-0608**
Fax Number:	~~801/977-8775~~
Contact Person:	~~James N. Painter~~ **Kris Painter**
E-mail Address:	~~jpainter@siretechnologies.com~~ **kpainter@siretechnologies.com**
Certificates of Insurance	Required
Contract Period:	To cover the period ending ~~June 30~~ ~~August~~ ~~October~~ ~~December 31, 2013~~
	~~March 31, 2014~~
	~~April 30, 2014.~~
	~~May 31, 2014.~~
	~~June 30, 2014.~~
	July 31, 2014.